

ORDINANCE NO. 373

AN ORDINANCE OF THE CITY OF
WOODINVILLE, WASHINGTON, VACATING
A PORTION OF NE 185TH STREET AND
140TH AVENUE NE LOCATED ON THE
SIRKIN PROPERTY AND FIXING A TIME
WHEN THE SAME SHALL BECOME
EFFECTIVE.

WHEREAS, a petition signed by the owners of more than two-thirds of the property abutting upon property dedicated for street purposes, located in the City of Woodinville, Washington, being an undeveloped section of right-of-way (unopened right-of-way for 140th Ave NE and NE 185th St.) located on the Sirkin property shown in Exhibit A and with full legal descriptions as described in Exhibit B attached hereto and incorporated in full by reference, was filed with the Woodinville City Clerk for the right-of-way vacation of the above described property, and

WHEREAS, RCW 35.79 requires a public hearing on such a petition and that the date of such public hearing was fixed by Resolution No. 282 of the City Council; and

WHEREAS, the City Engineer has determined that the proposed portion of right-of-way is not needed for public use; and

WHEREAS, no private land shall be denied direct access onto a public right-of-way through this vacation action; and

WHEREAS, the petitioner has offered fair compensation for the proposed vacation in the equivalent exchange of the new public roadway and additional right-of-way, together with the dedication and construction of a trail easement across the petitioner's property; and

WHEREAS, the City Council finds that the value of said compensatory dedication equals or exceeds the value of the vacated right-of-way, and the City will benefit by returning the vacated right-of-way to the property tax rolls and by eliminating any City liability for said property; and

WHEREAS, the City Council has agreed to accept the offered fair compensation as defined herein; **NOW, THEREFORE**,

**THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON DOES
ORDAIN AS FOLLOWS:**

Section 1. Vacation Description - The described portion of right-of-way in the attached Exhibits A and B is hereby vacated. Said right-of-way to be vacated is located

within the City of Woodinville, Washington, shown and described in Exhibits A and B, attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. Compensatory Dedication - The City Council hereby accepts from the petitioner the new public roadway and additional right-of-way described in Exhibit C as full compensation for the vacated right-of-way, together with the trail dedication and construction as specified in Section 4.

Section 3. Clear Title - The City Clerk is hereby directed to file a certified copy of this ordinance with the King County Department of Records and Elections upon the effective date hereof as defined by Section 6.

Section 4. Trail Corridor - In addition to the right-of-way dedication specified in Section 2 of this ordinance, Owner shall, as a condition of the street vacation effected hereunder, grant a permanent public easement and, at the Owner's sole expense, design and construct a trail in conformance with the terms and conditions of the Trail Agreement attached hereto as Exhibit D. The City Manager is hereby authorized to execute said agreement on behalf of the City, and may in his sole discretion, negotiate minor amendments thereto.

Section 5. Severability - If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 6. Effective Date - This ordinance, being an exercise of power specifically delegated to the City legislative body, is not subject to referendum and shall take effect upon the last occurring event listed below:

- a. Five (5) days after passage and publication of this ordinance or a summary thereof consisting of the title, which is approved by the City Council; and
- b. The petitioner dedicating the City the right-of-way described in Exhibit C;
and
- c. The execution and recordation of the Trail Agreement attached hereto as Exhibit D.

PASSED BY THE CITY COUNCIL OF THE CITY OF WOODINVILLE THIS 18TH DAY
OF JANUARY 2005.

APPROVED:



Don Brocha, Mayor

ATTEST/AUTHENTICATED:

By: 

Sandra Parker/CMC
City Clerk

APPROVED AS TO FORM:

By: 

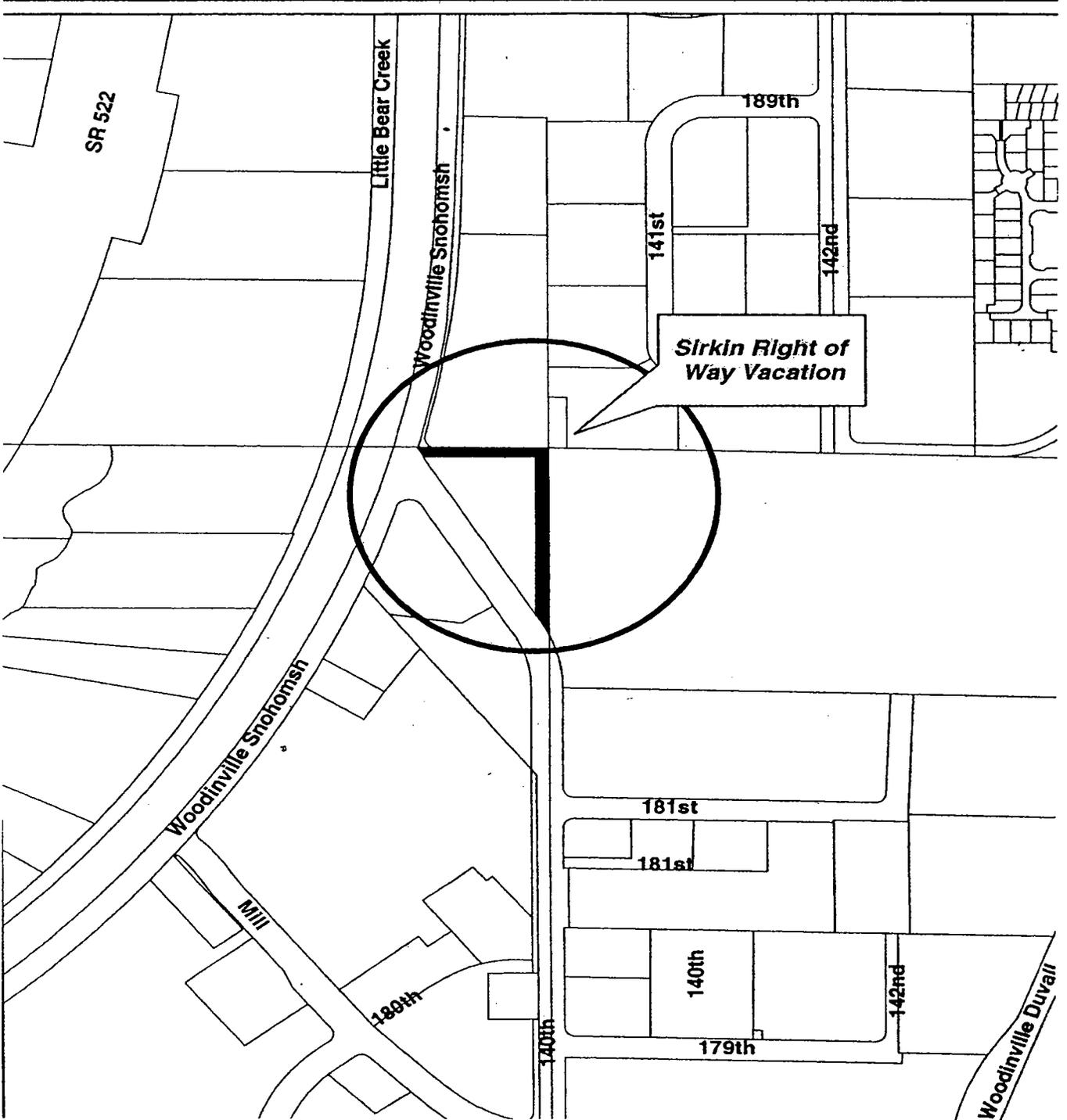
City Attorney

PASSED BY THE CITY COUNCIL: 1-18-2005
PUBLISHED: 1-24-2005
EFFECTIVE DATE: 1-29-2005
ORDINANCE NO. 373

EXHIBIT A
VICINITY MAP



SIRKIN PROPERTY
RWV2004-060
RIGHT OF WAY VACATION



**EXHIBIT B
LEGAL DESCRIPTION**

THAT PORTION OF UNOPENED RIGHT-OF-WAY AS SHOWN ON THE PLAT OF WOODINVILLE GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21 OF PLATS, PAGE(S) 3, IN KING COUNTY, WASHINGTON. LYING NORTHEASTERLY OF THE CARRIE ORMBREK COUNTY ROAD, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 257409.

SAID RIGHT-OF-WAY, A STRIP OF LAND 30 FEET IN WIDTH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 10 AND THE **TRUE POINT OF BEGINNING**;
THENCE SOUTHERLY 517.96 FEET ALONG THE CENTER SECTION LINE OF SAID SECTION 10 TO THE NORTHEASTERLY MARGIN OF SAID CARRIE ORMBREK COUNTY ROAD;
THENCE NORTHWESTERLY ALONG SAID MARGIN TO A POINT ON THE EAST LINE TRACT 1 AS SHOWN ON SAID PLAT OF WOODINVILLE GARDENS SAID LINE BEING 30 FEET WESTERLY FROM AND PERPENDICULAR TO SAID CENTER SECTION LINE;
THENCE NORTHERLY 432.15 FEET ALONG SAID EAST LINE OF TRACT 1 AND PARALLEL TO SAID CENTER SECTION LINE TO THE NORTHEAST CORNER OF SAID TRACT 1 SAID CORNER BEING 30 FEET SOUTHERLY AND PERPENDICULAR THE NORTH LINE OF SAID SECTION 10;
THENCE WESTERLY 248.06 FEET ALONG THE NORTH LINE OF TRACT 1 AND PARALLEL TO SAID NORTH LINE OF SECTION 10 TO THE NORTHEASTERLY MARGIN OF SAID CARRIE ORMBREK COUNTY ROAD;
THENCE NORTHWESTERLY ALONG SAID MARGIN TO SAID NORTH LINE OF SECTION 10;
THENCE EASTERLY 295.28 FEET ALONG SAID NORTH LINE OF SECTION 10 TO THE **TRUE POINT OF BEGINNING**.

SAID VACATED RIGHT-OF-WAY CONTAINS
22,366 SQUARE FEET, MORE OR LESS.

SITUATE IN KING COUNTY, WASHINGTON

S:12491



EXHIBIT C COMPENSATION

<u>Right-of-Way Vacation</u>	
Street	Square Footage
NE 185 th Street	8,600
140 th Avenue NE	13,766

Total Right-of-Way Dedication: 22,366 square feet (0.51 acres)

<u>Right-of-Way Dedication</u>	
Street	Square Footage
Internal Street (Sirkin Way)	85,194
Frontage for 140 th Avenue NE	14,933
Frontage for Woodinville-Duvall Road	10,281

Total Right-of-Way Dedication: 110,408 square feet (2.53 acres)

<u>Right-of-Way Gain/Loss</u>	
Total Dedication	110,408 square feet
Total Vacation	22,366 square feet

Total: 88,042 Square Foot (2.02 acres) Gain

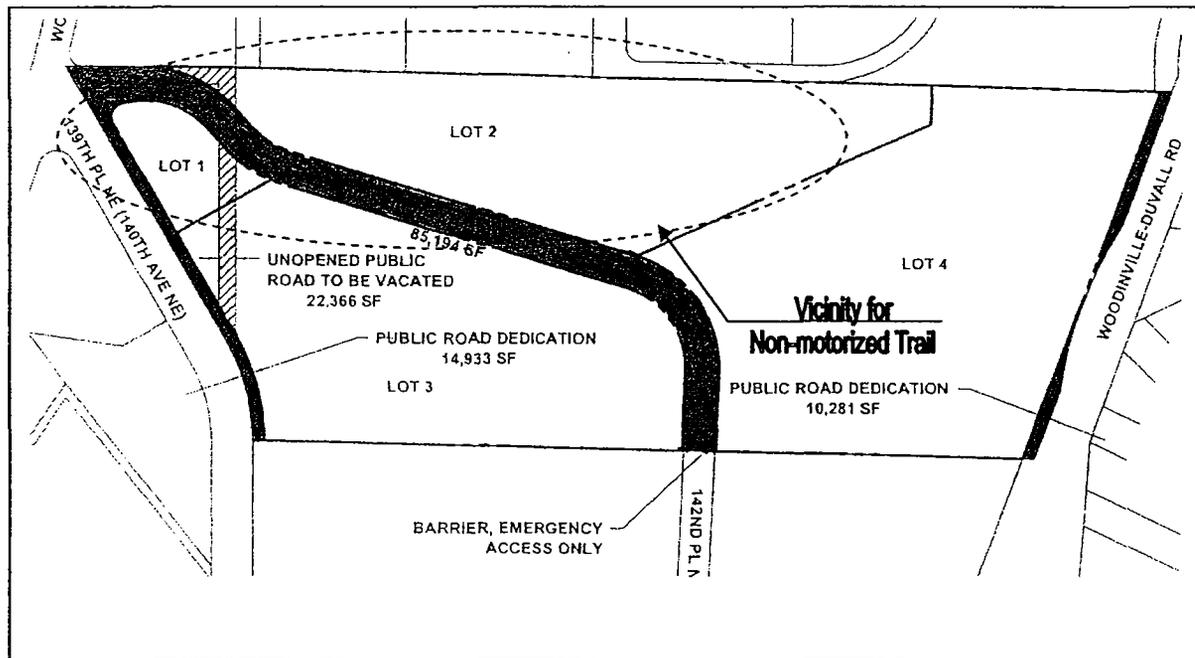


EXHIBIT D TRAIL AGREEMENT

THIS TRAIL AGREEMENT is executed this date in favor of the City of Woodinville, a Washington municipal corporation (the "City") by Data and Staff Service Co, a Washington corporation, the owner of the property legally described below, and its Successors and Assigns ("the "Owner").

RECITALS

- A. Owner owns a fee simple interest in the properties legally described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and
- B. Owner filed a petition (RWV 2004-060) with the City to vacate an undeveloped section of right-of-way for 140th Ave NE and NE 185th St. abutting the Property (the "Road Vacation"); and
- C. Owner also filed an application (SPA 2004-058) to short plat the Property (the "Short Plat") for future development of a multifamily project; and
- D. On October 4, 2004, the City Council held a public hearing on the Road Vacation and recommended that the road vacation be granted subject to the Owner's dedication of a new public roadway through the Property, additional right-of-way adjacent to 140th Ave NE and Woodinville-Duvall Road, and the granting of an easement for and construction of a trail through the Property (the "Trail"); and
- E. The Short Plat has been designed to dedicate the new public roadway and the additional right-of-way and to dedicate and build the Trail consistent with the City Council's desired compensation for the Road Vacation; and
- F. The City desires that the Owner execute this Trail Agreement to establish a binding commitment for the dedication and construction of the Trail, which will occur subsequent to the effective date of the road vacation.

NOW, THEREFORE, in consideration of the Road Vacation and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree, and the Owner hereby covenants, bargains and agrees on behalf of itself, its successors and assigns, that if the Road Vacation is approved, Owner shall, at Owner's sole expense, dedicate and construct the Trail in accordance with the following terms and conditions.

AGREEMENT

1. Purpose of Trail.

The Trail shall provide a multi-use non-motorized connection between 140th Ave. NE, via Sirkin Way, and NE 185th Street. The Trail, together with existing trail segments and sidewalks, will, *inter alia*, permit non-motorized traffic generated by the multifamily project

proposed in the Short Plat, as well as non-motorized traffic generated by the Greenbrier development north of the Property, to access the City's central business district.

2. Location of Trail

a. The Trail shall begin at Sirkin Way in the vicinity of 140th Ave. NE in proximity to the signalized intersection of 140th Ave. NE and Woodinville-Snohomish Road (the "Beginning Point"). The Trail shall end at NE 185th Street at a location to be determined along that line where the Property abuts NE 185th Street (the "Ending Point"). The specific location of the Ending Point and the location of the Trail between the Beginning Point and the Ending Point shall be determined during the trail improvement process specified below. PROVIDED, Owner's ultimate development of the Property shall be expressly subject to the Trail design and construction requirement specified in this Agreement. Owner shall assume all risk of designing and constructing any such development in light of said Trail requirement.

b. Owner shall also dedicate to the City a ten foot wide public easement on the Property along the northerly boundary of Lot 2 from the Ending Point to the most easterly boundary of Lot 2 for future trail connection between the Ending Point and the City's non-motorized trail system. Said dedication shall occur no later than the date by which Owner is required under this Agreement to complete construction of the Trail.

3. Trail Design

a. The Owner's intent is for a significant portion of the Trail to be the concrete sidewalk that is dedicated and built as part of the new public right-of-way frontage improvements into the property from 140th Ave. NE (i.e., the frontage improvements required by Owner's Short Plat's Conditions of Approval). The additional segment of the Trail between that concrete sidewalk and NE 185th Street shall be asphalt or a mutually agreed alternative material. The width of the Trail itself shall be at least ten feet (10') at all points, and the design and construction thereof shall comply with all applicable federal, state and local standards.

b. Concrete landings shall be constructed on the Property at the Beginning Point and Ending Point of the Trail. The concrete landing at the Beginning Point shall be constructed behind and abutting the concrete sidewalk to provide a smooth transition onto the sidewalk and curb cut. The concrete landing at the Ending Point shall be constructed in such a manner so as to provide a smooth transition onto NE 185th St. Each concrete landing shall be 10 feet (matching the trail width) wide by 5 feet deep. The purpose of the concrete landings is to facilitate the transition of non-motorized traffic from the multipurpose trail to the sidewalk and roadway systems.

4. Trail Improvement Process

a. The Owner shall, at its sole expense, prepare and submit to the City plans for construction of the Trail (the "Trail Plans") no later than the date that the first building permit application is submitted to the City for construction of improvements on Lot 2 of the proposed Short Plat (the "Improvements"). The Trail Plans shall comport with any applicable requirements imposed by this Agreement, shall show the location of the Trail from Beginning Point to Ending Point, shall show a public easement of twelve feet (12') in width along the

Trail's entire length, and shall show an improved trail surface of ten feet (10') in width. PROVIDED, that a greater easement width shall be granted by Owner in the event that the ultimate location of the trail necessitates a slope easement. Further design details for the Trail shall be established through mutual agreement of the parties.

b. No later than one year after the date of issuance of the first building permit for the Property, Owner shall, at its sole expense and in accordance with the Trail Plans specified under Section 4(a), complete construction of the Trail, and execute and record a permanent Trail easement therefore in favor of the City and the Public.

5. Non-Opposition of Trail Condition in Short Plat

The Owner understands that the City may impose a condition in the Short Plat for the Trail (the "Trail Condition"). The Owner agrees not to appeal or otherwise challenge the Trail Condition in any manner so long as the Trail Condition is generally consistent with the terms of this Trail Agreement.

6. Binding Effect; Recording

This Trail Agreement and the covenants contained herein shall be deemed to touch and concern, attach to and run with the Property, shall be fully binding upon the Owner, its successors and assigns, and shall be jointly and severably enforceable against any and all owners of the Property at the time of enforcement. Within 10 days of the execution hereof, Owner shall record this Agreement in the records of King County and provide proof of said recording to the City.

7. Release of Owner Upon Sale or Assignment

The parties acknowledge that development of the Property will likely involve the sale, conveyance, or assignment of the Property to a third party or parties. Upon such sale, conveyance or assignment, and subject to Section 6 hereof, Owner shall be released of liability under this Trail Agreement while Owner's successors or assigns shall be fully obligated to fulfill the terms of this Trail Agreement.

8. Amendments

This Trail Agreement may be amended or modified only by written agreement between the Owner and the City.

9. Enforcement

This Trail Agreement may be enforced by either party through any proceeding at law or equity, including but not limited to the remedy of specific performance. Venue for any such action shall be in King County Superior Court. In any action brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to its attorneys' fees and costs expended thereupon.

10. Termination

This Trail Agreement shall automatically terminate and be null and void in the event that the City does not approve the Road Vacation, and the parties agree to execute and record a notice of the termination of this Trail Agreement in such an event.

11. Indemnification; Hold Harmless. Owner shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the construction and design of the Trail, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Owner and the City, its officers, officials, employees, and volunteers, Owner's liability hereunder shall be only to the extent of Owner's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Owner'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 Agreement.

12. No Employment Relationship Established. Nothing herein shall be construed as creating an agency or employment relationship between the City and Owner, its employees or agents, or between Owner and any employee, official or agent of the City.

13. Liability. Owner shall be responsible for the safety of its employees, agents and contractors in the performance of any work hereunder and shall take all protections reasonably necessary for that purpose. All such work shall be done at Owner's own risk, shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are now or may in the future become applicable, and Owner shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

DATED this _____ day of _____, 2004.

DATA & STAFF SERVICE CO.

By: _____

Don Sirkin, CEO

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that Don Sirkin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged it as the _____ of Data & Staff Service Co. to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print Name)

NOTARY PUBLIC In and For the State of
Washington residing at _____
My Commission Expires: _____

Pete Rose, City Manager

STATE OF WASHINGTON)
) ss.
County of _____)

I certify that I know or have satisfactory evidence that Pete Rose is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged it as the City Manager of the City of Woodinville. to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

(Signature)

(Print Name)

NOTARY PUBLIC In and For the State of
Washington residing at _____
My Commission Expires: _____

Refer to King County Recordings No.
20060110001338 – The Trail Agreement

And

20091221000205 – Trail Agreement Amendment, Exhibit 1 Recreational Trail Easement and
Exhibit 2 Recreation Trail Easement.

Surkin Property
Trail Easement

After recording, return to:

Kristina Cerise
Buck & Gordon LLP
2025 First Avenue, Suite 500
Seattle, Washington 98121-3140
(206) 382-9540
(206) 626-0675



20060110001338

ALAN WOLFSON AG 39.00
PAGE 001 OF 008
01/10/2006 12:34
KING COUNTY, WA

Document Title(s) (or transactions contained therein)

- Trail Agreement

Grantor(s) (Last name, first, then first name and initials)

- Data & Staff Service Co.
- Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

- City of Woodinville
- Additional names on page _____ of document.

Legal Description (abbreviated: i.e., lot, block plat or section, township, range, qtr./qtr.)

- NW ¼ SEC 10 TWN 26 RANGE 5
- Additional legal is on page 7 (Exhibit A) of document.

Reference Number(s) of Documents assigned or released:

- Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number

- 951710-0005 and 102605-9002
- Property Tax Parcel ID is not yet assigned
- Additional parcel numbers on page _____ of document.

TRAIL AGREEMENT

THIS TRAIL AGREEMENT is executed this date in favor of the City of Woodinville, a Washington municipal corporation (the "City") by Data and Staff Service Co, a Washington corporation, the owner of the property legally described below, and its Successors and Assigns (the "Owner").

RECITALS

- A. Owner owns a fee simple interest in the properties legally described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and
- B. Owner filed a petition (RWV 2004-060) with the City to vacate an undeveloped section of right of way for 140th Ave NE and NE 185th St. abutting the Property (the "Road Vacation"); and
- C. Owner also filed an application (SPA 2004-058) to short plat the Property (the "Short Plat") for future development of a multifamily project; and
- D. On October 4, 2004, the City Council held a public hearing on the Road Vacation and recommended that the road vacation be granted subject to the Owner's dedication of a new public roadway through the Property, additional right-of-way adjacent to 140th Ave NE and Woodinville-Duvall Road, and the granting of an easement for and construction of a trail through the Property (the "Trail"); and
- E. The Short Plat has been designed to dedicate the new public roadway and the additional right-of-way and to dedicate and build the Trail consistent with the City Council's desired compensation for the Road Vacation; and
- F. The City desires that the Owner execute this Trail Agreement to establish a binding commitment for the dedication and construction of the Trail, which will occur subsequent to the effective date of the road vacation.

NOW, THEREFORE, in consideration of the Road Vacation and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree, and the Owner hereby covenants, bargains and agrees on behalf of itself, its successors and assigns, that

if the Road Vacation is approved, Owner shall, at Owner's sole expense, dedicate and construct the Trail in accordance with the following terms and conditions.

AGREEMENT

1. Purpose of Trail.

The Trail shall provide a multi-use non-motorized connection between 140th Ave. NE, via Sirkin Way, and NE 185th Street. The Trail, together with existing trail segments and sidewalks, will, *inter alia*, permit non-motorized traffic generated by the multifamily project proposed in the Short Plat, as well as non-motorized traffic generated by the Greenbrier development north of the Property, to access the City's central business district.

2. Location of Trail

a. The Trail shall begin at Sirkin Way in the vicinity of 140th Ave. NE in proximity to the signalized intersection of 140th Ave. NE and Woodinville-Snohomish Road (the "Beginning Point"). The Trail shall end at NE 185th Street at a location to be determined along that line where the Property abuts NE 185th Street (the "Ending Point"). The specific location of the Ending Point and the location of the Trail between the Beginning Point and the Ending Point shall be determined during the trail improvement process specified below. PROVIDED, Owner's ultimate development of the Property shall be expressly subject to the Trail design and construction requirement specified in this Agreement. Owner shall assume all risk of designing and constructing any such development in light of said Trail requirement.

b. Owner shall also dedicate to the City a ten foot wide public easement on the Property along the northerly boundary of Lot 2 from the Ending Point to the most easterly boundary of Lot 2 for future trail connection between the Ending Point and the City's non-motorized trail system. Said dedication shall occur no later than the date by which Owner is required under this Agreement to complete construction of the Trail.

3. Trail Design

a. The Owner's intent is for a significant portion of the Trail to be the concrete sidewalk that is dedicated and built as part of the new public right-of-way frontage improvements into the property from 140th Ave. NE (i.e., the frontage improvements required by Owner's Short Plat's Conditions of Approval). The additional segment of the Trail between that concrete sidewalk and NE 185th Street shall be asphalt or a mutually agreed alternative material. The width of the Trail itself shall be at least ten feet (10') at all points, and the design and construction thereof shall comply with all applicable federal, state and local standards.

b. Concrete landings shall be constructed on the Property at the Beginning Point and Ending Point of the Trail. The concrete landing at the Beginning Point shall be constructed behind and abutting the concrete sidewalk to provide a smooth transition onto the sidewalk and curb cut. The concrete landing at the Ending Point shall be constructed in such a manner so as to provide a smooth transition onto NE 185th St. Each concrete landing shall be 10 feet (matching the trail width) wide by 5 feet deep. The purpose of the concrete landings is to

facilitate the transition of non-motorized traffic from the multipurpose trail to the sidewalk and roadway systems.

4. Trail Improvement Process

a. The Owner shall, at its sole expense, prepare and submit to the City plans for construction of the Trail (the "Trail Plans") no later than the date that the first building permit application is submitted to the City for construction of improvements on Lot 2 of the proposed Short Plat (the "Improvements"). The Trail Plans shall comport with any applicable requirements imposed by this Agreement, shall show the location of the Trail from Beginning Point to Ending Point, shall show a public easement of twelve feet (12') in width along the Trail's entire length, and shall show an improved trail surface of ten feet (10') in width. PROVIDED, that a greater easement width shall be granted by Owner in the event that the ultimate location of the trail necessitates a slope easement. Further design details for the Trail shall be established through mutual agreement of the parties.

b. No later than one year after the date of issuance of the first building permit for the Property, Owner shall, at its sole expense and in accordance with the Trail Plans specified under Section 4(a), complete construction of the Trail, and execute and record a permanent Trail easement therefore in favor of the City and the Public.

5. Non-Opposition of Trail Condition in Short Plat

The Owner understands that the City may impose a condition in the Short Plat for the Trail (the "Trail Condition"). The Owner agrees not to appeal or otherwise challenge the Trail Condition in any manner so long as the Trail Condition is generally consistent with the terms of this Trail Agreement.

6. Binding Effect; Recording

This Trail Agreement and the covenants contained herein shall be deemed to touch and concern, attach to and run with the Property, shall be fully binding upon the Owner, its successors and assigns, and shall be jointly and severably enforceable against any and all owners of the Property at the time of enforcement. Within 10 days of the execution hereof, Owner shall record this Agreement in the records of King County and provide proof of said recording to the City.

7. Release of Owner Upon Sale or Assignment

The parties acknowledge that development of the Property will likely involve the sale, conveyance, or assignment of the Property to a third party or parties. Upon such sale, conveyance or assignment, and subject to Section 6 hereof, Owner shall be released of liability under this Trail Agreement while Owner's successors or assigns shall be fully obligated to fulfill the terms of this Trail Agreement.

8. Amendments

This Trail Agreement may be amended or modified only by written agreement between the Owner and the City.

9. Enforcement

This Trail Agreement may be enforced by either party through any proceeding at law or equity, including but not limited to the remedy of specific performance. Venue for any such action shall be in King County Superior Court. In any action brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to its attorneys' fees and costs expended thereupon.

10. Termination

This Trail Agreement shall automatically terminate and be null and void in the event that the City does not approve the Road Vacation, and the parties agree to execute and record a notice of the termination of this Trail Agreement in such an event.

11. Indemnification; Hold Harmless.

Owner shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the construction and design of the Trail, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Owner and the City, its officers, officials, employees, and volunteers, Owner's liability hereunder shall be only to the extent of Owner's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Owner'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 Agreement.

12. No Employment Relationship Established.

Nothing herein shall be construed as creating an agency or employment relationship between the City and Owner, its employees or agents, or between Owner and any employee, official or agent of the City.

13. Liability.

Owner shall be responsible for the safety of its employees, agents and contractors in the performance of any work hereunder and shall take all protections reasonably necessary for that purpose. All such work shall be done at Owner's own risk, shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are now or may in the future become

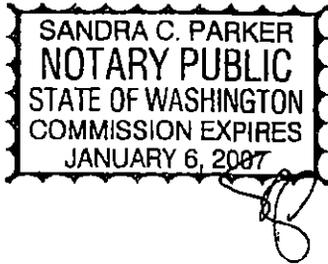
CITY OF WOODINVILLE

By: Pete Rose

Pete Rose, City Manager

STATE OF WASHINGTON)
County of King) ss.

I certify that I know or have satisfactory evidence that Pete Rose is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath acknowledged it as the City Manager of the City of Woodinville. to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 1-6-2006
Sandra C. Parker
(Signature)

SANDRA C. PARKER
(Print Name)
NOTARY PUBLIC In and For the State of
Washington residing at Bethell
My Commission Expires: 1-6-2007

EXHIBIT A

THAT PORTION OF TRACT 1, WOODINVILLE GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 21 OF PLATS, PAGE(S) 3, IN KING COUNTY, WASHINGTON, LYING NORTHEASTERLY OF THE CARRIE ORMBREK COUNTY ROAD, AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2571409; ALSO

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON;
EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2571410; ALSO

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, LYING WEST OF WOODINVILLE-DUVALL ROAD (COUNTY ROAD NO. 1056 AND COUNTY ROAD NO. 1437), AS SAID ROAD WAS CONVEYED TO KING COUNTY BY DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 991884, 1013513 AND 2600372.

Return Address:

City of Woodinville
Attn: City Clerk
17301 133rd Avenue NE
Woodinville, WA 98072



20091221000205

CITY OF WOODIN AMND 84.00
PAGE-001 OF 023
12/21/2009 10:05
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Trail Agreement Amendment
2. Exhibit 1 Recreational Trail Easement
3. Exhibit 2 Recreational Trail Easement

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page _____ of document

Grantor(s) Exactly as name(s) appear on document

1. Fairfield Beaumont, LLC
2. _____

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. City of Woodinville
2. _____

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

NW 1/4 SEC 10 TWN 26 RANGE 5

Additional legal is on page 9 of Exhibit 1 for Lot 2,

Additional legal is on page 8 of document. Exhibit 2 for Lot 4.

Assessor's Property Tax Parcel/Account Number

Assessor Tax # not yet assigned

95170-0005 and 102605-9002

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

1st Amendment to Sirkin Trail Agreement

This agreement is made between the City of Woodinville, a Washington Municipal Corporation (“the City”), and Fairfield Beaumont, LLC, a Delaware corporation, the owner (“Grantor”) for the mutual considerations set forth herein below.

Whereas, the City and the Grantor’s predecessor in interest entered into a Trail Agreement, Exhibit D to Woodinville City Council Ordinance No. 373 providing for the dedication of recreation trail easements and construction of recreational trails as a condition of the vacation of a portion of NE 185th Street and 140th Avenue NE in connection with the development of the “Sirkin Property”; and

Whereas, subsequent to the execution of the Trail Agreement, the City approved development plans inconsistent with the location of the trail provided for in Section 2 of the Trail Agreement and City staff and the developer came to agreement on the revised trail location, which agreement is memorialized in a letter dated September 10, 2008 from City Planner Erin Martindale to Justin Seem of Fairfield Development; and

Whereas, the parties desire that the Trail Agreement be amended to reflect to revised trail locations and the City Manager is authorized by Ordinance 373 to negotiate minor amendments to said Agreement; and

Whereas, both parties recognize mutual benefit in executing this Agreement and eliminating any conflict between the Trail Agreement and the revised trail locations,

Now, Therefore, the parties agree as follows:

1. That certain Trail Agreement, and Section 2 thereof, attached as Exhibit D to Woodinville City Council Ordinance No. 373 is hereby amended to read as follows:

2. Location of Trail

a. The location of the recreational trails shall be as set forth in the Recreation Trail Easements attached hereto as Exhibits 1 and 2, which Easements shall be signed by the parties and recorded with King County, Washington by the Grantor. Conformed copies shall be provided to the City by the Grantor of the recorded Easements.

b. Owner shall also dedicate to the City a ten foot wide public easement on the Property along the northerly boundary of Lot 2 from the Ending Point to the most easterly boundary of Lot 2 for future trail connection between the Ending Point and the City’s non-motorized trail system. Said dedication shall occur no later than the date by which Owner is required under this Agreement to complete construction of the Trail.

2. In all other respects, except as provided above, said Trail Agreement shall remain in full force and effect.

CITY OF WOODINVILLE, WA.

FAIRFIELD BEAUMONT, LLC

By: Richard A. Leahy
City Manager

By: [Signature]
(Title) Vice President

STATE OF _____)
) 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 signed this instrument, on oath as _____ of Fairfield Beaumont, LLC, as his free and voluntary act for the uses and purposes mentioned in this instrument.

see attached

Dated: _____

(Signature)

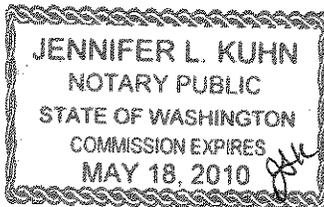
(Print Name)

NOTARY PUBLIC In and for the State of _____
residing at _____

My Commission Expires: _____

STATE OF Washington)
) ss.
County of King)

I certify that I know or have satisfactory evidence that Richard Leahy is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath as the City Manager of the City of Woodinville WA, as his free and voluntary act for the uses and purposes mentioned in this instrument.



Dated: 12/18/2009

Jennifer A. Kuhn
(Signature)

Jennifer L. Kuhn
(Print Name)

NOTARY PUBLIC In and for the State of Washington residing at Woodinville

My Commission Expires: May 18, 2010

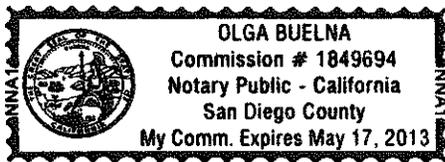
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego }

On November 18, 2009 before me, Olga Buelna, Notary
Date Here Insert Name and Title of the Officer

personally appeared Mark Faulkner
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Olga Buelna
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: 1st Amendment to Sikin Trail Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark Faulkner

- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

September 10, 2008



*"Citizens, business and local government;
a community commitment to our future."*

Justin Seem
Fairfield Development
19401 40th Avenue West, Suite 280
Lynnwood, WA 98036

RE: Sirkin Project Trail Discussion

Dear Mr. Seem,

Thank you for meeting Tom Hansen, Public Works Director, and me on-site last week. The purpose of this letter is to provide a written confirmation of our discussion in the field, and to provide a timeline for the completion of these improvements.

When the City Council vacated a portion of 140th Avenue and NE 185th Street in 2005 and the trail agreement was signed subsequently in 2006, a condition on that approval required a ten (10) foot multi-purpose trail to connect those two (2) streets through the site. When the development plans were approved in 2007, the trail approved did not fully implement the trail agreement. City staff and Fairfield have worked together to create a solution that implements the intent of that agreement within the on-site and legal constraints, and provides options for nonmotorized travel through the Sirkin site.

Adjacent to Lot 2, between NE 185th Street and Sirkin Way, the full ten (10) foot multi-purpose trail will be constructed. Construction is currently underway and the specifications for gravel pane have previously been transferred to you. This improvement is required to be constructed, inspected and approved before issuance of any temporary certificate of occupancy for any building.

A ten (10) foot wide easement on Lot 2 is required from the point where the multi-purpose trail ends on NE 185th Street to the east property line, per the trail agreement. This easement is required to be established, signed and recorded before certificate of occupancy is granted for the last of buildings 1, 2 or 4.

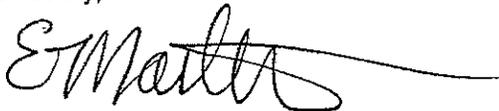
On Lot 4, between Sirkin Way and 140th Avenue NE, a floating easement will be granted to the City. This twelve (12) foot wide easement would be sited at a future date, if and when a trail location was worked out. The City would construct be responsible for constructing any trail on this portion of the site. The terms of the agreement and associated responsibilities will be included in the recorded floating easement. The final easement location will be located and mutually agreed upon based on engineering and environmental constraints. This easement is required to be established, signed and recorded before certificate of occupancy is granted for the last of buildings 1, 2 or 4.

From the point where the constructed trail on Lot 2 meets Sirkin Way, east and south on Sirkin Way to NE 181st Street, a bicycle lane will be installed. The street section will be revised to reflect: one 6-foot bicycle lane on the east side of the road, one 11-foot travel lane, and one 12 to 13-foot travel lane, depending on

the remaining area after striping is completed. The striping for this area would need to be slightly redesigned to accommodate the bicycle lane, according to Woodinville Infrastructure Design Standards and Specifications. This improvement is required to be constructed prior to final inspection for the plat improvements and will be required before final acceptance of the plat improvements by the City.

If you have any questions or concerns regarding the requirements noted above, please call me at (425) 877-2283.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin Martindale", with a long horizontal flourish extending to the right.

Erin Martindale
Senior Planner

PC: Al Sato, Civil Plans Examiner
Planning Project File
Correspondence File

Exhibit 1

RECREATIONAL TRAIL EASEMENT

This Recreational Trail Easement (this "Easement") is made this 6th day of November, 2009 between Fairfield Beaumont LLC, a Delaware limited liability company, as grantor ("Grantor") and the City of Woodinville, as grantee ("Grantee").

RECITALS

- A. Grantor is the owner of certain real property in King County, Washington legally described on Exhibit C attached hereto (the "Property").
- B. As a condition of that certain short plat SPA2004-058 (the "Short Plat"), Grantor's predecessor-in-interest and Grantee entered into that certain Trail Agreement dated December 14, 2005 and recorded January 10, 2006 under recording number 20060110001338 (the "Trail Agreement"). Pursuant to the Short Plat and the Trail Agreement, Grantor constructed a public multi-use recreational trail for pedestrians, rollerskaters, bicyclists and any other non-motorized users (the "Trail").
- C. As a further condition of the Short Plat, Grantor is required to grant, as a covenant running with the land, this Easement for the benefit of the public for the purposes and subject to the conditions hereinafter described, over and across certain portions of the Property as hereinafter described.

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants, dedicates, and conveys a permanent, nonexclusive easement over, under, in, along, across, and upon the land described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (the "Easement Area"), which land is part of the Property, for the sole purpose of reconstructing, repairing, replacing, operating and maintaining the Trail.
2. Restrictions on Motorized Use. Except for motorized carts used by persons with disabilities, emergency vehicles and trail maintenance vehicles, no motorized bicycles, motorcycles, snowmobiles or vehicles of any description shall be afforded access to the Easement Area by the Grantee, and this easement is granted solely for recreational purposes.
3. Rights Reserved by Grantor. Grantor, on its behalf and on the behalf of the residents of the Property, reserve the right to use the Trail for any purposes not inconsistent with the rights granted herein.
4. Binding Effect. This Easement shall run with the land described on Exhibit C and be binding on the parties, their successors-in-interest and assigns.
5. Miscellaneous.

A. Any modification of this Easement must be in writing and signed by both parties.

B. If any provision of this Easement shall be held invalid, it shall not affect the validity of any other provision herein.

C. This Easement constitutes the entire agreement between the parties as to its subject matter and all prior oral or written discussions between the parties are hereby superseded, including, without limitation, the Trail Agreement.

Dated this 6th day of November, 2009.

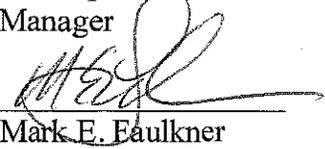
GRANTOR:

Fairfield Beaumont, LLC, a Delaware limited liability company

By: FF Properties, a Delaware corporation

Its: Manager

By:

Name:  Mark E. Faulkner

Its: Vice President

[Acknowledgement on following page]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF San Diego

On November 10 2009 before me Olga Buelna
Name and Title of the Officer - e.g. "JANE DOE, NOTARY PUBLIC"

personally appeared Mark E. Faulkner

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Olga Buelna
SIGNATURE OF NOTARY



**-OPTIONAL SECTION-
CAPACITY CLAIMED BY
SIGNER**

Though statute does not require the Notary to fill in the date below, doing so may prove invaluable to persons relying on the document.

- ~ INDIVIDUAL
- ~ CORPORATE OFFICER(S)

TITLE(S)

- ~ PARTNERS(S) ~ LIMITED
- ~ GENERAL
- ~ ATTORNEY-IN-FACT
- ~ TRUSTEE(S)
- ~ GUARDIAN/CONSERVATOR
- ~ OTHER:

**SIGNER IS
REPRESENTING**
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document: Exhibit 7 Recreational Trail Easement

Number of Pages: 3 Date of Document: 11-06-09

Signer(s) Other Than Named Above:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

Exhibit A

BEAUMONT APARTMENTS LOT 2
LOT 2 TRAIL EASEMENT

TRIAD JOB # 04-212
OCTOBER 21, 2008

A STRIP OF LAND 10 FEET IN WIDTH BEING IN LOT 2 OF CITY OF WOODINVILLE SHORT PLAT NUMBER SPA 2004-058, RECORDED UNDER KING COUNTY RECORDING NUMBER 20060606900004, RECORDS OF KING COUNTY, WASHINGTON, BEING A PORTION OF A SHORT SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT 2;
THENCE NORTH 73°27'06" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT 2, A DISTANCE OF 58.43 FEET TO THE POINT OF BEGINNING;
THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 31°29'06" WEST 14.95 FEET;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT THE CENTER OF WHICH BEARS NORTH 58°30'54" EAST WITH A RADIUS OF 19.50 FEET THROUGH A CENTRAL ANGLE OF 49°02'15" AN ARC DISTANCE OF 16.69 FEET;
THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT THE CENTER OF WHICH BEARS SOUTH 55°37'33" EAST WITH A RADIUS OF 54.54 FEET THROUGH A CENTRAL ANGLE OF 37°33'46" AN ARC DISTANCE OF 35.76 FEET TO A POINT OF COMPOUND CURVATURE;
THENCE ALONG THE ARC OF SAID COMPOUND CURVE WITH A RADIUS 49.35 FEET THROUGH A CENTRAL ANGLE OF 18°06'22" AN ARC DISTANCE OF 15.60 FEET;
THENCE NORTH 89°37'55" EAST 30.59 FEET;
THENCE SOUTH 89°14'33" EAST 20.98 FEET;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 15.00 FEET THROUGH A CENTRAL ANGLE OF 21°26'53" AN ARC DISTANCE OF 5.62 FEET;
THENCE SOUTH 67°47'40" EAST 41.13 FEET
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 55°36'15" AN ARC DISTANCE OF 24.26 FEET;
THENCE NORTH 56°36'05" EAST 19.98 FEET;
THENCE NORTH 51°32'58" EAST 86.00 FEET;
THENCE NORTH 57°04'29" EAST 42.52 FEET;
THENCE NORTH 49°37'49" EAST 50.81 FEET;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 56°22'29" AN ARC DISTANCE OF 29.52 FEET;
THENCE NORTH 06°44'40" WEST 15.55 FEET;
THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 10.00 FEET THROUGH A CENTRAL ANGLE OF 43°18'24" AN ARC DISTANCE OF 7.56 FEET;
THENCE NORTH 36°33'44" EAST 26.68 FEET;
THENCE NORTH 37°20'20" EAST 17.37 FEET;

TRIAD
ASSOCIATES

12112 115th Avenue NE Kirkland, Washington 98034-9623
425.821.8448 • 800.488.0796 • Fax 425.821.3481
www.triadassociates.net

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 115.00 FEET THROUGH A CENTRAL ANGLE OF 13°36'39" AN ARC DISTANCE OF 27.32 FEET;
THENCE NORTH 23°43'41" EAST 38.76 FEET TO THE NORTH LINE OF SAID LOT 2 AND THE TERMINUS OF THIS CENTERLINE;

THE SIDELINES OF SAID STRIP OF LAND SHALL BE SHORTENED OR LENGTHENED TO TERMINATE AT SAID NORTH AND SOUTHWESTERLY LINES OF LOT 2;

EXCEPT ANY PORTION THEREOF LYING WITHIN THE 10 FOOT UTILITY AND SIDEWALK EASEMENT NORTH OF NE 183RD STREET AND THE 10 FOOT UTILITY EASEMENT ALONG THE NORTH PROPERTY LINE AS SHOWN ON WOODINVILLE SHORT PLAT NUMBER SPA 2004-058, RECORDED UNDER KING COUNTY RECORDING NUMBER 20060606900004, RECORDS OF KING COUNTY, WASHINGTON.

WRITTEN BY: WTB
CHECKED BY: MSH

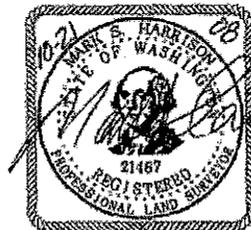
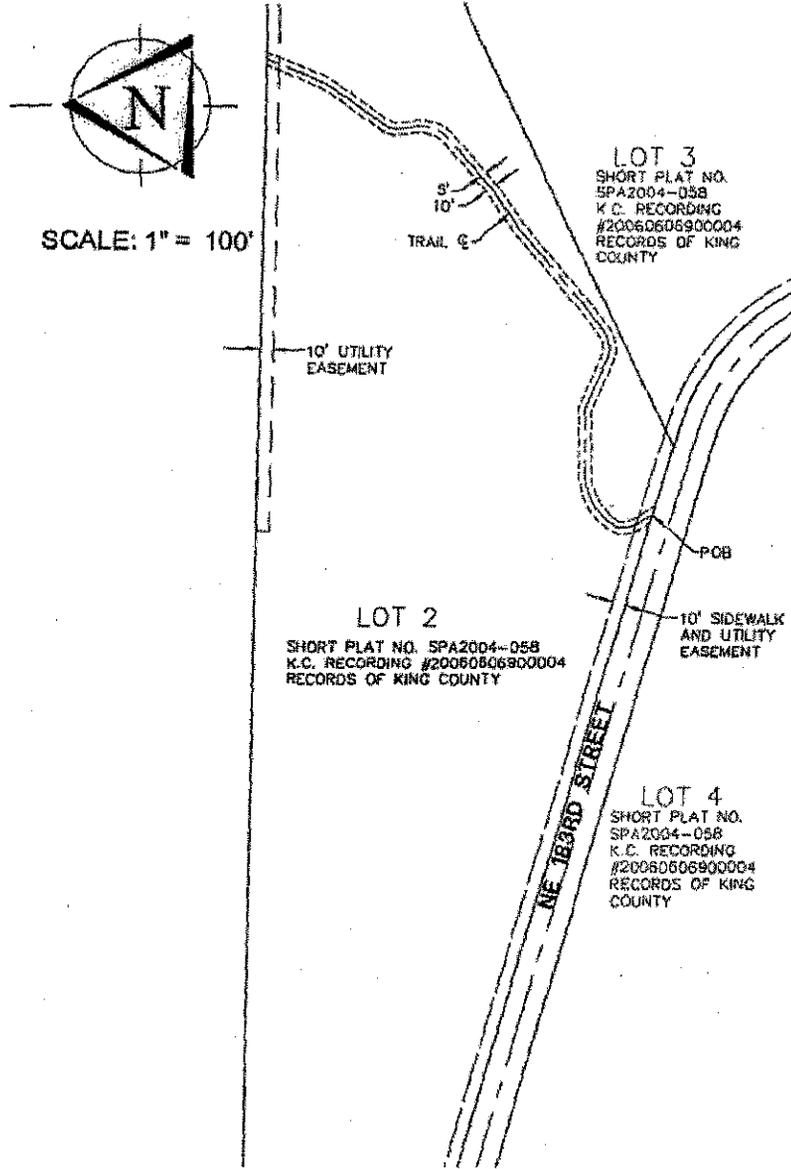


Exhibit B

BEAUMONT APARTMENTS LOT 2
TRAIL EASEMENT

TRIAD JOB #04-212
OCTOBER 21, 2008



THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



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425.821.8448 - 800.488.0756 - Fax 425.821.3481
www.triadassoc.com

Land Development Consultants

EXHIBIT C

LEGAL DESCRIPTION OF PROPERTY

Lot 2 of City of Woodinville Short Plat No. SPA2004-058, recorded under King County Recording Number 20060606900004, records of King County, Washington, being a portion of a short subdivision in the northeast quarter of the northwest quarter, the northwest quarter of the northeast quarter and the northeast quarter of the northeast quarter of Section 10, Township 26 North, Range 5 East, W.M., in King County, Washington.

Exhibit 2

RECREATIONAL TRAIL EASEMENT

This Recreational Trail Easement (this "Easement") is made this 6th day of November, 2009 between Fairfield Beaumont LLC, a Delaware limited liability company, as grantor ("Grantor") and the City of Woodinville, as grantee ("Grantee").

RECITALS

- A. Grantor is the owner of certain real property in King County, Washington legally described on Exhibit C attached hereto (the "Property").
- B. As a condition of that certain short plat SPA2004-058 (the "Short Plat"), Grantor's predecessor-in-interest and Grantee entered into that certain Trail Agreement dated December 14, 2005 and recorded January 10, 2006 under recording number 20060110001338 (the "Trail Agreement").
- C. As a further condition of the Short Plat, Grantor is required to grant, as a covenant running with the land, this Easement for the benefit of the public for the purposes and subject to the conditions hereinafter described, over and across certain portions of the Property as hereinafter described in the event that Grantee desires to construct a public multi-use recreational trail for pedestrians, rollerskaters, bicyclists and any other non-motorized users

NOW, THEREFORE, the parties hereto agree as follows:

1. Grant of Easement. Grantor hereby grants, dedicates, and conveys a permanent, nonexclusive easement over, under, in, along, across, and upon the land described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (the "Easement Area"), which land is part of the Property, for the sole purpose of constructing, reconstructing, repairing, replacing, operating and maintaining the Trail.
2. Restrictions on Motorized Use. Except for motorized carts used by persons with disabilities, emergency vehicles and trail maintenance vehicles, no motorized bicycles, motorcycles, snowmobiles or vehicles of any description shall be afforded access to the Easement Area by the Grantee, and this easement is granted solely for recreational purposes.
3. Rights Reserved by Grantor. Grantor, on its behalf and on the behalf of the residents of the Property, reserve the right to use the Trail for any purposes not inconsistent with the rights granted herein.
4. Binding Effect. This Easement shall be perpetual, shall run with the land described on Exhibit C and shall be binding on the parties, their successors-in-interest and assigns.
5. Miscellaneous.

A. Any modification of this Easement must be in writing and signed by both parties.

B. If any provision of this Easement shall be held invalid, it shall not affect the validity of any other provision herein.

C. This Easement constitutes the entire agreement between the parties as to its subject matter and all prior oral or written discussions between the parties are hereby superseded, including, without limitation, the Trail Agreement.

Dated this 6th day of November, 2009.

GRANTOR:

Fairfield Beaumont, LLC, a Delaware limited liability company

By: FF Properties, a Delaware corporation

Its: Manager

By:


Name: Mark E. Faulkner

Its: Vice President

[Acknowledgement on following page]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF San Diego

On November 10 2009 before me Olga Buelna
Name and Title of the Officer - e.g. "JANE DOE, NOTARY PUBLIC"

personally appeared Manke Faulkner

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Olga Buelna
SIGNATURE OF NOTARY



**-OPTIONAL SECTION-
CAPACITY CLAIMED BY
SIGNER**

Though statute does not require the Notary to fill in the date below, doing so may prove invaluable to persons relying on the document.

- ~ INDIVIDUAL
- ~ CORPORATE OFFICER(S)

TITLE(S)

- ~ PARTNERS(S) ~ LIMITED
- ~ GENERAL
- ~ ATTORNEY-IN-FACT
- ~ TRUSTEE(S)
- ~ GUARDIAN/CONSERVATOR
- ~ OTHER:

**SIGNER IS
REPRESENTING**
NAME OF PERSON(S) OR ENTITY(IES)

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Title or Type of Document: exhibit 2

Recreational Trail Easement

Number of Pages: 3 Date of Document: November 10, 2009

Signer(s) Other Than Named Above:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

ACCEPTED BY THE CITY OF WOODINVILLE

Richard A. Leary

THE CITY OF WOODINVILLE, by
Richard A. Leary, its CITY MANAGER

STATE OF WASHINGTON)

: ss

COUNTY OF KING)

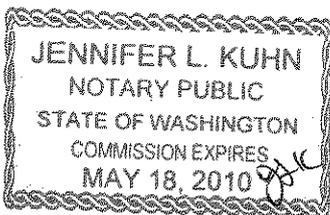
I certify that I know or have satisfactory evidence that Richard A. Leary is the person who appeared before me and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Jennifer L. Kuhn

(Signature of Notary)

Jennifer L. Kuhn

(Print or stamp name of Notary)



NOTARY PUBLIC in and for the State of Washington, residing at Woodinville, WA

My Appointment Expires: May 18, 2010

Exhibit A

BEAUMONT APARTMENTS LOT 4
LOT 4 TRAIL EASEMENT

TRIAD JOB # 04-212
MARCH 31, 2009

EXHIBIT "A"

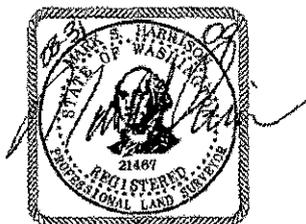
A STRIP OF LAND 12 FEET IN WIDTH LYING 6 FEET ON EACH SIDE OF THE CENTERLINE OF THE TRAIL TO BE CONSTRUCTED, BEING IN THAT PORTION OF LOT 4 OF CITY OF WOODINVILLE SHORT PLAT NUMBER SPA 2004-058, RECORDED UNDER KING COUNTY RECORDING NUMBER 20060606900004, RECORDS OF KING COUNTY, WASHINGTON, BEING A PORTION OF A SHORT SUBDIVISION IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF SAID LOT 4 DESIGNATED AS NGPE ON SAID SHORT PLAT;

TOGETHER WITH THAT PORTION OF SAID LOT 4 LYING BETWEEN THE RIGHT OF WAY FOR NE 183RD STREET AND SAID NGPE;

TOGETHER WITH THAT PORTION OF SAID LOT 4 LYING BETWEEN SAID NGPE AND THE NORTHWESTERLY LINE OF SAID LOT 4.

WRITTEN BY: WTB
CHECKED BY: MSH



12112 115th Avenue NE Kirkland, Washington 98034-9623
425.821.8448 • 800.488.0756 • Fax 425.821.3481
www.triadassociates.net

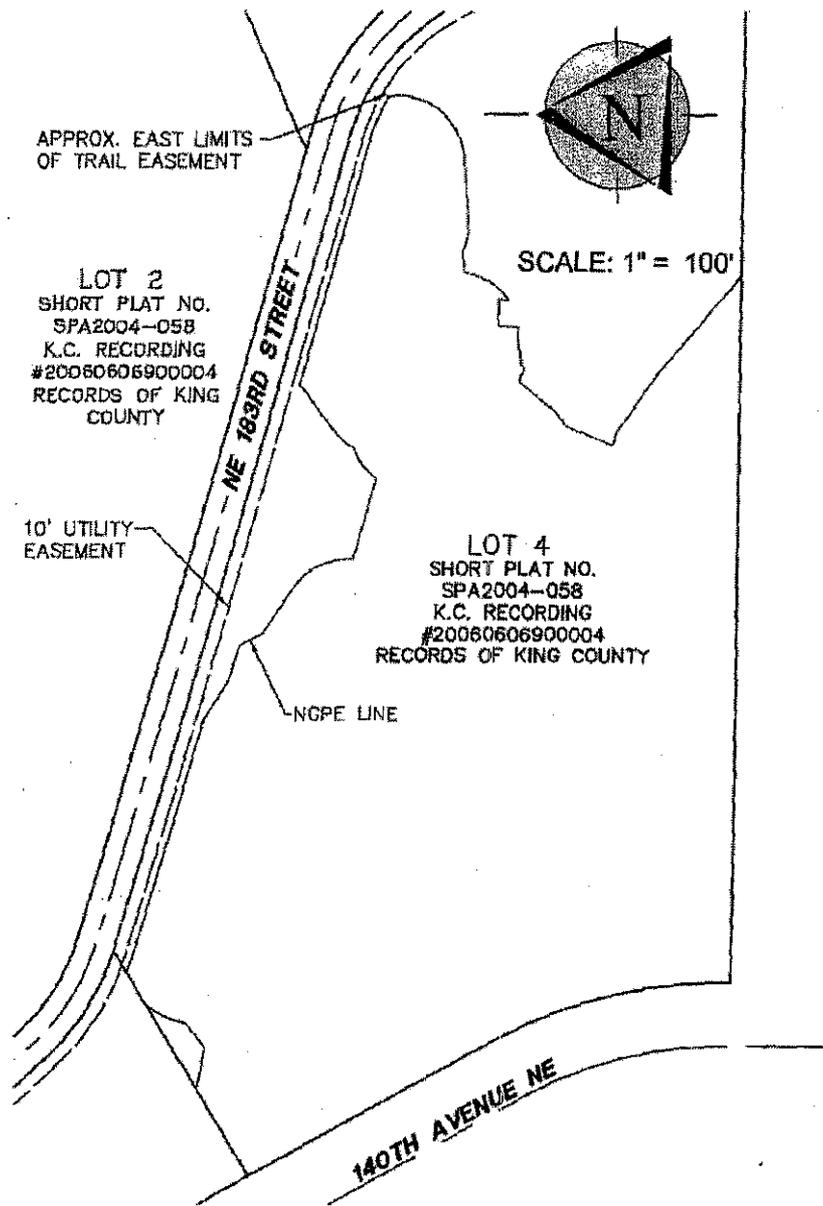
Land Development Consultants

Exhibit B

EXHIBIT "B"

**BEAUMONT APARTMENTS LOT 4
TRAIL EASEMENT**

**TRIAD JOB NO. 04-212
MARCH 31, 2009**



THIS EXHIBIT HAS BEEN PREPARED TO ASSIST IN THE INTERPRETATION OF THE ACCOMPANYING LEGAL DESCRIPTION. IF THERE IS A CONFLICT BETWEEN THE WRITTEN LEGAL DESCRIPTION AND THIS SKETCH, THE LEGAL DESCRIPTION SHALL PREVAIL.



12112 115th Avenue N.E. Kirkland, Washington 98034-6929
425.821.8448 - 800.488.0756 - Fax 425.921.3481
www.triadassociates.net

Land Development Consultants

EXHIBIT C

LEGAL DESCRIPTION OF PROPERTY

Lot 4 of City of Woodinville Short Plat No. SPA2004-058, recorded under King County Recording Number 20060606900004, records of King County, Washington, being a portion of a short subdivision in the northeast quarter of the northwest quarter, the northwest quarter of the northeast quarter and the northeast quarter of the northeast quarter of Section 10, Township 26 North, Range 5 East, W.M., in King County, Washington.