

WOODINVILLE WATER DISTRICT
SR202/LITTLE BEAR CREEK TEMPORARY WATER MAIN CROSSING

PRIVATE PROPERTY INFORMATION

rev 12-29-15

Easement No.	Parcel Number	Property Owner	Owner Mailing Address	Phone/Email
LBC-2435-01	7269100006	EDITH I GOSSAN	6303 NE 181st St #202 Kenmore, WA 98028	
LBC-2435-04	7269100035	BOB+KATHY CARTWRIGHT	17311 - 135th Ave NE #B500 Woodinville, WA 98072	
LBC-2435-02	7269100040	WOOD CREEK II LLC	c/o JSH Properties, Inc. 10655 NE 4th St, #901 Bellevue, WA 98004	
LBC-2435-03	7269100046	MRM Redmond LLC		
		Authorized Representative:	InCity Properties 4530 Union Bay Pl, Suite 208 Seattle, WA 98105	Jenny Arviso 206-659-6155 x 706 jenny@incityinc.com

RECEIVED
 FEB 22 2016
 CITY OF WOODINVILLE
 DEVELOPMENT SERVICES



Owner Authorization Form

Development Services Department
425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072
Desk Hours • Monday – Thursday 7:30am – 6:00pm • Friday 7:30am – 4:00pm

PROJECT NAME:	SR202/Little Bear Creek Temporary Water Main
SCOPE OF WORK:	Provide temp water main to serve Dairy Queen and Red Barn during WSDOT's SR202 constr
PROJECT LOCATION:	Crossing of Little Bear Creek near 130th Ave NE and NE 175th Street
PROPERTY OWNER INFORMATION	
NAME:	Edith Gossan
MAILING ADDRESS:	6303 NE 181st St, #202, Kenmore, WA 98028
PHONE NUMBER:	
EMAIL ADDRESS:	
TENANT INFORMATION	
NAME:	Dairy Queen Restaurant
MAILING ADDRESS:	
PHONE NUMBER:	
EMAIL ADDRESS:	
AUTHORIZED APPLICANT INFORMATION	
NAME:	Woodinville Water District, attn Christian Hoffmann
MAILING ADDRESS:	PO Box 1390, Woodinville, WA 98072-1390
PHONE NUMBER:	425-487-4142
EMAIL ADDRESS:	choffman@woodinvillewater.com

The first statement must be checked. The other statements may be checked at the property owner's option.

<input checked="" type="checkbox"/>	I acknowledge that I own the property listed above. I further acknowledge and accept all permit and project conditions associated with the issuance of this permit.
<input type="checkbox"/>	If you want to give someone else authority to apply for the permit on your behalf: I hereby authorize the above person to act as my agent to apply for, sign and file the documents necessary, to obtain necessary permits for my project, and to receive all notices, decisions, and other correspondence from the City with respect to the project. I understand that I am jointly and severally responsible for their actions by this authorization.
<input type="checkbox"/>	If you plan to do the work yourself and not hire a contractor: I acknowledge that I will be constructing, altering, improving or repairing a building on property that I own without the intent to sell or lease for a minimum of twelve (12) months. I acknowledge that any contractors I hire must be licensed in accordance with the State of Washington laws under Chapter 18.27 RCW.
<input type="checkbox"/>	If you plan to allow your tenant to do the work themselves and not hire a contractor: I hereby authorize that the above listed tenant may act as their own contractor to construct, alter, improve or repair a building on a property that I own without the intent to sell or lease for a minimum of twelve (12) months. I acknowledge that any contractors I or the tenant hire must be licensed in accordance with the State of Washington laws under Chapter 18.27 RCW. I understand that I am jointly and severally responsible for their actions by this authorization.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Edith Gossan Signed at Woodinville Water District
PROPERTY OWNER - Must sign in Ink (place)

on 12/23/15
(date)

NOTE: If property owner is a corporation, then Articles of Incorporation, LLC Agreement, or other legal document establishing signatory as having authority to sign legal documents must also be submitted.

RECEIVED
FEB 22 2016

After Signing and Notarizing Return to:

Woodinville Water District, attn: Christian Hoffman, P.E.
PO Box 1390
17238 NE Woodinville-Duvall Road
Woodinville, WA 98072

TEMPORARY CONSTRUCTION EASEMENT - #LBC-2435-01

Grantor: EDITH I. GOSSAN
Grantee: WOODINVILLE WATER DISTRICT
Assessor's Tax Parcel: 726910-0006
Property Address: 17831 - 131st Ave NE, Woodinville, WA

This Agreement ("Agreement") is made this 23rd day of December, 2015, by and between EDITH I. GOSSAN ("Grantor"), and WOODINVILLE WATER DISTRICT, a municipal corporation ("Grantee") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

WHEREAS, Grantor is the owner of the real property legally described as: A PORTION OF LOT 8, RICHBOTTOM ADDITION, EASTERLY OF A LINE BEGINNING ON HIGHWAY LINE SURVEY STATION H-7+00; THENCE NORTH 40-26 WEST 166.58 FT MORE OR LESS TO SOUTHERLY MARGIN OF STATE HWY; THENCE SOUTHWESTERLY ALONG LINE 200 FT TO TRUE POINT OF BEGINNING; THENCE SOUTH 33-24-47 EAST TO STATE HWY. LOCATED IN THE NE QUARTER SECTION 9, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON (Assessor's Tax Parcel 726910-0006) (the "Real Property"); and

WHEREAS, Grantee is desirous of acquiring certain rights and privileges over, under, through, across, in and upon a portion of the Real Property;

NOW, THEREFORE, for and in consideration of the promises set forth below and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby conveys and grants to the Grantee, its successors and assigns and its employees, contractors, agents, permittees, licensees and representatives, a temporary construction easement to use and occupy the portion of the Real Property as legally described and depicted on Exhibits A and B attached hereto and incorporated herein by this reference ("Temporary Construction Easement" and "Easement Area") for any and all purposes related to the construction and installation of water utility lines and appurtenances for Grantee's SR202/Little Bear Creek Temporary Water Main Bypass Project ("Project").

This Temporary Construction Easement shall continue in full force and effect until completion of Grantee's permanent water line replacement with the WSDOT's SR202 Culvert Replacement Project, or until May 31st, 2018, whichever is later.

The Temporary Construction Easement is subject to the following terms and conditions:

1. Grantee shall have only such rights in the Easement Area as shall be necessary to effectuate the purpose of the Temporary Construction Easement.
2. Grantee shall bear and promptly pay all of the costs and expenses of the construction and maintenance of the Project improvements. Grantee shall keep the Easement Area free of any liens and encumbrances arising out of its activities relating to the Temporary Construction Easement.
3. Grantee shall, at Grantee's expense, maintain the Easement Area in good order and repair and in a safe, passable, and clean condition for the uses and purposes set forth herein except for obstructions, debris, damage, and conditions created by Grantor, or other third parties, that prevent or restrict Grantee from maintaining the Easement Area as required.
4. The Parties shall coordinate their activities to complete the Project while accommodating and minimizing any interruption to Grantor's use of the Easement Area.
5. Grantee shall promptly restore the surface of the Easement Area, as nearly as reasonably possible, to the same condition as it existed prior to Grantee's work including, but not limited to, the preservation or restoration of trees, shrubbery, grass, and paving which otherwise comply with the terms and conditions of this Temporary Construction Easement.
6. Grantee shall, at all times during Grantee's use of the Easement Area comply with all applicable federal, state, and local laws, ordinances and regulations.
7. Except to the extent of injury or damage caused by the Grantee's or a third party's negligence or willful misconduct, Grantee agrees that Owner shall not be made liable for any damage or injury to any person or property arising from, growing out of, incident to, or in any

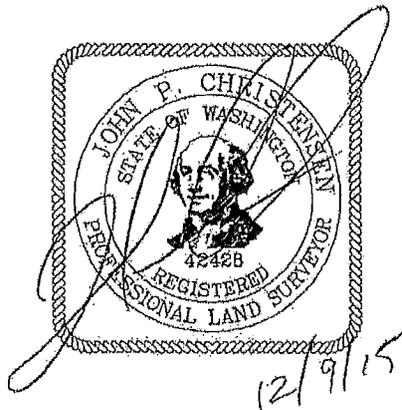
EXHIBIT "A"
LEGAL DESCRIPTION FOR
WOODINVILLE WATER DISTRICT
TEMPORARY CONSTRUCTION EASEMENT

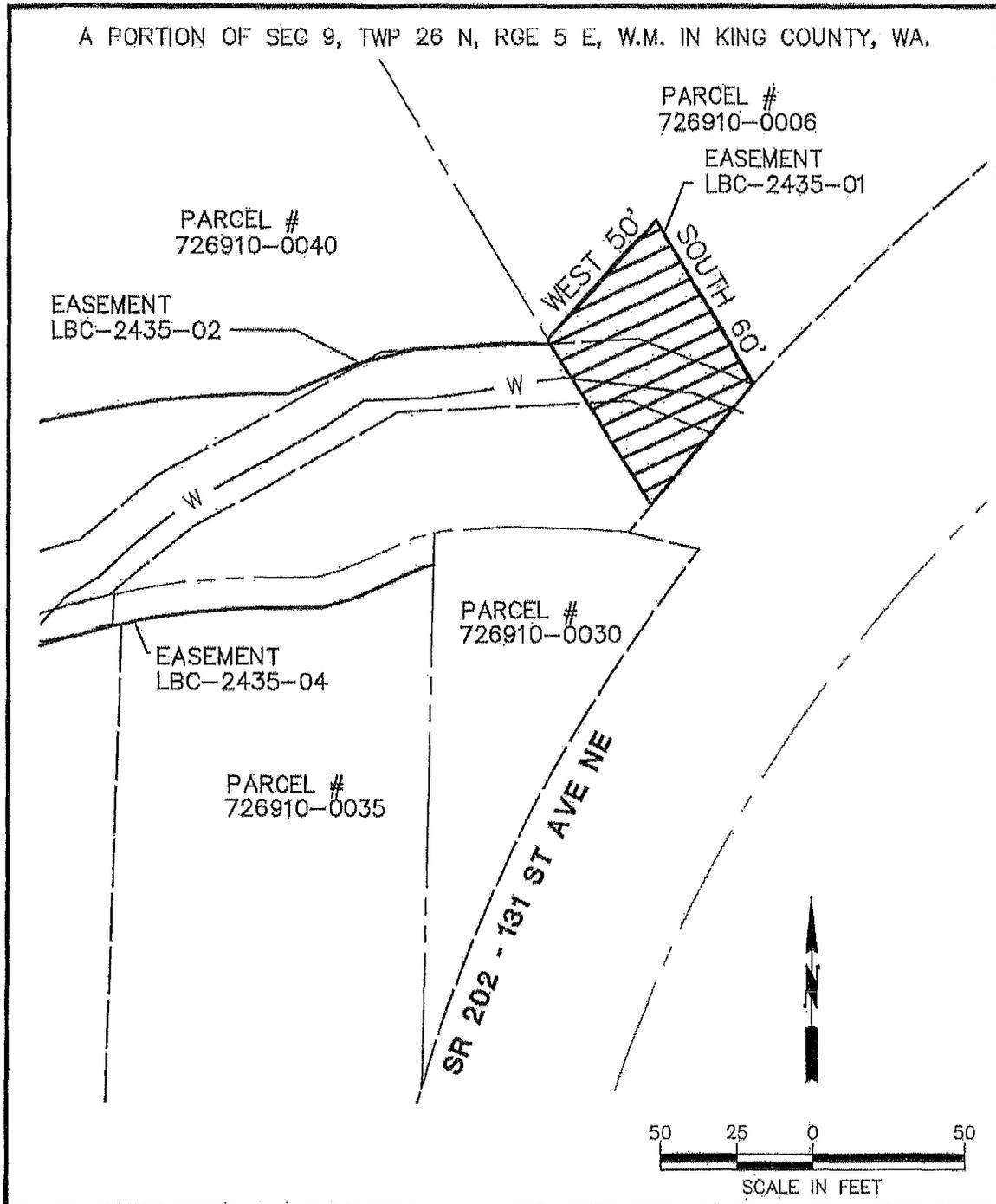
A portion of the NE ¼ of Section 9, TWP. 26 N., RGE. 05 E., W.M. King County,
Washington, described as follows;

The southerly 60 feet of the westerly 50 feet of Parcel 726910-0006

See attached Exhibit "B"

WRITTEN BY: JPC
CHECKED BY: MD





<p>EXHIBIT "B"</p> <p>WOODINVILLE WATER DISTRICT</p> <p>SR202 - LITTLE BEAR CREEK</p> <p>TEMPORARY CONSTRUCTION EASEMENT</p>	 <p>CHS ENGINEERS</p>	<p>12507 Bel-Red RD., Suite 101, Bellevue, WA 98005 www.chsengineers.com Ph: 425-637-3693</p>	<p>Scale 1"=50'</p>
	<p>Drawn by <u>JPC</u> Project # <u>141303</u></p> <p>Checked by <u>MD</u> Date <u>12/03/15</u></p>	<p>Sheet 1/1</p>	



Owner Authorization Form

Development Services Department
425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072
Desk Hours • Monday – Thursday 7:30am – 5:00pm • Friday 7:30am – 4:00pm

PROJECT NAME:	SR202/Little Bear Creek Temporary Water Main
SCOPE OF WORK:	Provide temp water main to serve Dairy Queen and Red Barn during WSDOT's SR202 constr
PROJECT LOCATION:	Crossing of Little Bear Creek near 130th Ave NE and NE 175th Street
PROPERTY OWNER INFORMATION	
NAME:	Bob & Kathy Cartwright
MAILING ADDRESS:	17311 - 135th Ave NE, #B500, Woodinville, WA 98072
PHONE NUMBER:	
EMAIL ADDRESS:	
TENANT INFORMATION	
NAME:	vacant
MAILING ADDRESS:	
PHONE NUMBER:	
EMAIL ADDRESS:	
AUTHORIZED APPLICANT INFORMATION	
NAME:	Woodinville Water District, attn Christian Hoffman
MAILING ADDRESS:	PO Box 1390, Woodinville, WA 98072-1390
PHONE NUMBER:	425-487-4142
EMAIL ADDRESS:	choffman@woodinvillewater.com

The first statement must be checked. The other statements may be checked at the property owner's option.

<input checked="" type="checkbox"/>	I acknowledge that I own the property listed above. I further acknowledge and accept all permit and project conditions associated with the issuance of this permit.
<input type="checkbox"/>	If you want to give someone else authority to apply for the permit on your behalf, I hereby authorize the above person to act as my agent to apply for, sign and file the documents necessary, to obtain necessary permits for my project, and to receive all notices, decisions, and other correspondence from the City with respect to the project. I understand that I am jointly and severally responsible for their actions by this authorization.
<input type="checkbox"/>	If you plan to do the work yourself and not hire a contractor, I acknowledge that I will be constructing, altering, improving or repairing a building on property that I own without the intent to sell or lease for a minimum of twelve (12) months. I acknowledge that any contractors I hire must be licensed in accordance with the State of Washington laws under Chapter 18.27 RCW.
<input type="checkbox"/>	If you plan to allow your tenant to do the work themselves and not hire a contractor, I hereby authorize that the above listed tenant may act as their own contractor to construct, alter, improve or repair a building on a property that I own without the intent to sell or lease for a minimum of twelve (12) months. I acknowledge that any contractors I or the tenant hire must be licensed in accordance with the State of Washington laws under Chapter 18.27 RCW. I understand that I am jointly and severally responsible for their actions by this authorization.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Christian Hoffman

PROPERTY OWNER - Must sign in ink

Signed at 17311 135th Ave NE, B-500
(place) Woodinville, 98072
on 12/29/15
(date)

NOTE: If property owner is a corporation, then Articles of Incorporation, Bylaws, or other legal document establishing signatory as having authority to sign legal documents must also be submitted.

RECEIVED
FEB 22 2016

After Signing and Notarizing Return to:

Woodinville Water District, attn: Christian Hoffman, P.E.
PO Box 1390
17238 NE Woodinville-Duvall Road
Woodinville, WA 98072

TEMPORARY CONSTRUCTION EASEMENT – #LBC-2435-04

Grantor: BOB AND KATHY CARTWRIGHT
Grantee: WOODINVILLE WATER DISTRICT
Assessor's Tax Parcel: 726910-0035
Property Address: 17xxx – 131st Ave NE, Woodinville, WA

This Agreement ("Agreement") is made this 5th day of January, 2016
by and between BOB AND KATHY CARTWRIGHT, husband and wife ("Grantor"), and
WOODINVILLE WATER DISTRICT, a municipal corporation ("Grantee") (individually a
"Party" and collectively the "Parties") for the purposes set forth herein.

WHEREAS, Grantor is the owner of the real property legally described as A
PORTION OF LOT 7, RICHBOTTOM ADDITION, LESS THE PORTION LYING
SOUTH OF LINE RUNNING FROM A POINT ON WEST LINE 195 FT NORTH
FROM SOUTHWEST CORNER TO A POINT ON EAST LINE 202.25 FT NORTH
FROM SOUTHEAST CORNER & LESS STATE HIGHWAY, TOGETHER WITH A
PORTION OF VACATED STREET ADJACENT. LOCATED IN THE NE QUARTER
SECTION 9, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., KING COUNTY,
WASHINGTON (Assessor's Tax Parcel 726910-0035) (the "Real Property"); and

WHEREAS, Grantee is desirous of acquiring certain rights and privileges over, under,
through, across, in and upon a portion of the Real Property;

NOW, THEREFORE, for and in consideration of the promises set forth below and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby conveys and grants to the Grantee, its successors and assigns and its employees, contractors, agents, permittees, licensees and representatives, a temporary construction easement to use and occupy the portion of the Real Property as legally described and depicted on **Exhibits A and B** attached hereto and incorporated herein by this reference ("Temporary Construction Easement" and "Easement Area") for any and all purposes related to the construction and installation of water utility lines and appurtenances for Grantee's SR202/Little Bear Creek Temporary Water Main Bypass Project ("Project").

This Temporary Construction Easement shall continue in full force and effect until completion of Grantee's permanent water line replacement with the WSDOT's SR202 Culvert Replacement Project, or until May 31st, 2018, whichever is later.

The Temporary Construction Easement is subject to the following terms and conditions:

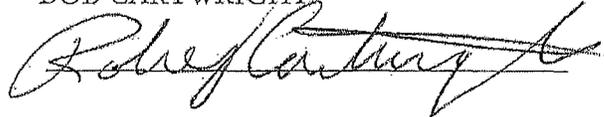
1. Grantee shall have only such rights in the Easement Area as shall be necessary to effectuate the purpose of the Temporary Construction Easement.
2. Grantee shall bear and promptly pay all of the costs and expenses of the construction and maintenance of the Project improvements. Grantee shall keep the Easement Area free of any liens and encumbrances arising out of its activities relating to the Temporary Construction Easement.
3. Grantee shall, at Grantee's expense, maintain the Easement Area in good order and repair and in a safe, passable, and clean condition for the uses and purposes set forth herein except for obstructions, debris, damage, and conditions created by Grantor, or other third parties, that prevent or restrict Grantee from maintaining the Easement Area as required.
4. The Parties shall coordinate their activities to complete the Project while accommodating and minimizing any interruption to Grantor's use of the Easement Area.
5. Grantee shall promptly restore the surface of the Easement Area, as nearly as reasonably possible, to the same condition as it existed prior to Grantee's work including, but not limited to, the preservation or restoration of trees, shrubbery, grass, and paving which otherwise comply with the terms and conditions of this Temporary Construction Easement.
6. Grantee shall, at all times during Grantee's use of the Easement Area comply with all applicable federal, state, and local laws, ordinances and regulations.
7. Except to the extent of injury or damage caused by the Grantee's or a third party's negligence or willful misconduct, Grantee agrees that Owner shall not be made liable for any damage or injury to any person or property arising from, growing out of, incident to, or in any

way related to the construction, operation, maintenance or use of the Easement Area by Grantee, and Grantee hereby agrees to indemnify and defend Owner against any and all claims, liabilities, costs or expenses (including attorneys' fees, costs, and all expenses of litigation) arising out of damage or injury to any person or property relating to Grantee's use of the Easement Area.

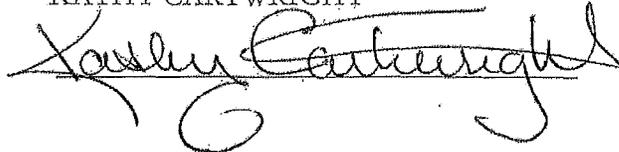
8. This Temporary Construction Easement and its terms and conditions shall be binding on the Parties and their respective successors, heirs and assigns. This Temporary Construction Easement shall not be recorded against the Real Property unless the Grantor proposes to convey the Real Property to a third party prior to the termination of the Temporary Construction Easement as provided herein. Grantor shall notify the Grantee of any proposed conveyance of the Real Property at least sixty (60) days prior to any conveyance. Grantor warrants Grantor owns fee title to the Real Property and warrants the Grantee quiet enjoyment of the Temporary Construction Easement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

BOB CARTWRIGHT



KATHY CARTWRIGHT



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me BOB CARTWRIGHT, husband, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged it to be their free and voluntary act, for the uses and purposes therein mentioned.

SUBSCRIBED AND SWORN before me this 5th day of January 2016



Jennifer L. Kuhn (Printed Name)

NOTARY PUBLIC in and for the State of

Washington, residing at Woodinville, WA 98072

My commission expires May 18, 2018

Jennifer L. Kuhn

EXHIBIT "A"
LEGAL DESCRIPTION FOR
WOODINVILLE WATER DISTRICT
TEMPORARY CONSTRUCTION EASEMENT

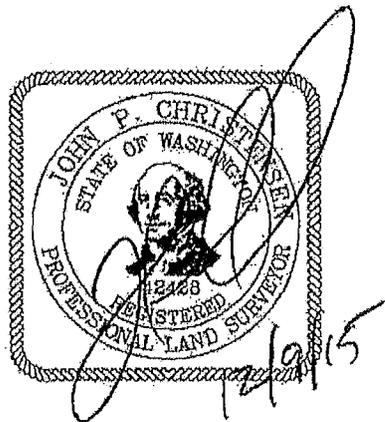
A portion of the NE ¼ of Section 9, TWP. 26 N., RGE. 05 E., W.M. King County, Washington, described as follows;

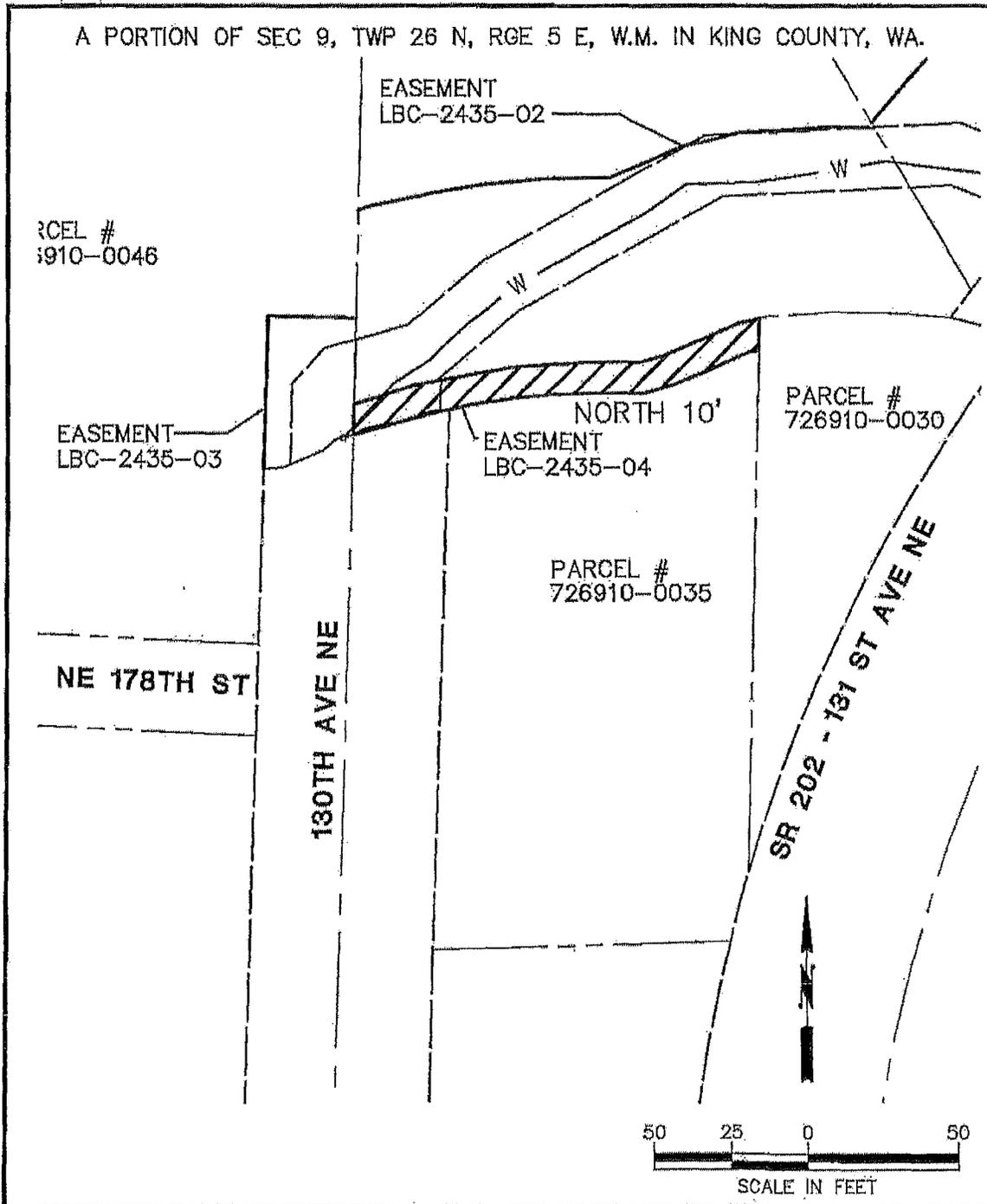
The northerly 10 feet of Parcel 726910-0035

See attached Exhibit "B"

WRITTEN BY: JPC

CHECKED BY: MD





<p>EXHIBIT "B"</p> <p>WOODINVILLE WATER DISTRICT</p> <p>SR202 - LITTLE BEAR CREEK</p> <p>TEMPORARY CONSTRUCTION EASEMENT</p>	<p>CHS ENGINEERS</p> <p>12507 Bel-Red RD., Suite 101, Bellevue, WA 98005 www.chsengineers.com Ph: 425-637-3693</p>	<p>Scale</p> <p>1"=50'</p>
		<p>Drawn by <u>JPC</u> Project # <u>141303</u></p> <p>Checked by <u>MD</u> Date <u>12/03/15</u></p>



Owner Authorization Form

Development Services Department
425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072
Desk Hours • Monday – Thursday 7:30am – 5:00pm • Friday 7:30am – 4:00pm

PROJECT NAME:	SR202/Little Bear Creek Temporary Water Main
SCOPE OF WORK:	Provide temp water main to serve Dairy Queen and Red Barn during WSDOT's SR202 constr
PROJECT LOCATION:	Crossing of Little Bear Creek near 130th Ave NE and NE 175th Street
PROPERTY OWNER INFORMATION	
NAME:	Wood Creek II LLC c/o JSH Properties (Steve Corley)
MAILING ADDRESS:	10655 NE 4th ST, #901, Bellevue, WA 98004
PHONE NUMBER:	425-455-0500
EMAIL ADDRESS:	stevec@jshproperties.com
TENANT INFORMATION	
NAME:	"Red Barn"
MAILING ADDRESS:	
PHONE NUMBER:	
EMAIL ADDRESS:	
AUTHORIZED APPLICANT INFORMATION	
NAME:	Woodinville Water District, attn Christian Hoffman
MAILING ADDRESS:	PO Box 1390, Woodinville, WA 98072-1390
PHONE NUMBER:	425-487-4142
EMAIL ADDRESS:	choffman@woodinvillewater.com

The first statement must be checked. The other statements may be checked at the property owner's option.

<input checked="" type="checkbox"/>	I acknowledge that I own the property listed above. I further acknowledge and accept all permit and project conditions associated with the issuance of this permit.
<input type="checkbox"/>	If you want to give someone else authority to apply for the permit on your behalf, I hereby authorize the above person to act as my agent to apply for, sign and file the documents necessary, to obtain necessary permits for my project, and to receive all notices, decisions, and other correspondence from the City with respect to the project. I understand that I am jointly and severally responsible for their actions by this authorization.
<input type="checkbox"/>	If you plan to do the work yourself and not hire a contractor, I acknowledge that I will be constructing, altering, improving or repairing a building on property that I own without the intent to sell or lease for a minimum of twelve (12) months. I acknowledge that any contractors I hire must be licensed in accordance with the State of Washington laws under Chapter 18.27 RCW.
<input type="checkbox"/>	If you plan to allow your tenant to do the work themselves and not hire a contractor, I hereby authorize that the above listed tenant may act as their own contractor to construct, alter, improve or repair a building on a property that I own without the intent to sell or lease for a minimum of twelve (12) months. I acknowledge that any contractors I or the tenant hire must be licensed in accordance with the State of Washington laws under Chapter 18.27 RCW. I understand that I am jointly and severally responsible for their actions by this authorization.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Robert Elchman manager Signed at Honolulu Hawaii
PROPERTY OWNER - Must sign in ink (place)

RECEIVED on January 7, 2016
(date)

NOTE: If property owner is a corporation, then Articles of Incorporation, LLC Agreement, or other legal document establishing signatory as having authority to sign legal documents must also be submitted.

After Signing and Notarizing Return to:

Woodinville Water District, attn: Christian Hoffman, P.E.
PO Box 1390
17238 NE Woodinville-Duvall Road
Woodinville, WA 98072

TEMPORARY CONSTRUCTION EASEMENT - #LBC-2435-02

Grantor: WOOD CREEK II, LLC
Grantee: WOODINVILLE WATER DISTRICT
Assessor's Tax Parcel: 726910-0040
Property Address: 17820 – 131st Ave NE, Woodinville, WA

This Agreement ("Agreement") is made this 7th day of January, 2016, by and between WOOD CREEK II, LLC, a limited liability corporation ("Grantor"), and WOODINVILLE WATER DISTRICT, a municipal corporation ("Grantee") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

WHEREAS, Grantor is the owner of the real property legally described as: A PORTION OF LOT 8, RICHBOTTOM ADDITION, LESS EASTERLY OF LINE BEGINNING ON HIGHWAY LINE SURVEY STATION H-7+00; THENCE NORTH 40-26 WEST 166.58 FT MORE OR LESS TO SOUTHERLY MARGIN OF STATE HIGHWAY; THENCE SOUTHWESTERLY ALONG LINE NORTH 200 FT TO TRUE POINT OF BEGINNING; THENCE SOUTH 33-24-47 EAST TO STATE HIGHWAY, LESS STATE HIGHWAY, TOGETHER WITH PORTION OF VACATED STREET ADJACENT. LOCATED IN THE NE QUARTER SECTION 9, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON (**Assessor's Tax Parcel 726910-0040**) (the "Real Property"); and

WHEREAS, Grantee is desirous of acquiring certain rights and privileges over, under, through, across, in and upon a portion of the Real Property;

NOW, THEREFORE, for and in consideration of the promises set forth below and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby conveys and grants to the Grantee, its successors and assigns and its employees, contractors, agents, permittees, licensees and representatives, a temporary construction easement to use and occupy the portion of the Real Property as legally described and depicted on **Exhibits A and B** attached hereto and incorporated herein by this reference (“Temporary Construction Easement” and “Easement Area”) for any and all purposes related to the construction and installation of water utility lines and appurtenances for Grantee’s SR202/Little Bear Creek Temporary Water Main Bypass Project (“Project”).

This Temporary Construction Easement shall continue in full force and effect until completion of Grantee’s permanent water line replacement with the WSDOT’s SR202 Culvert Replacement Project, or until May 31st, 2018, whichever is later.

The Temporary Construction Easement is subject to the following terms and conditions:

1. Grantee shall have only such rights in the Easement Area as shall be necessary to effectuate the purpose of the Temporary Construction Easement.
2. Grantee shall bear and promptly pay all of the costs and expenses of the construction and maintenance of the Project improvements. Grantee shall keep the Easement Area free of any liens and encumbrances arising out of its activities relating to the Temporary Construction Easement.
3. Grantee shall, at Grantee’s expense, maintain the Easement Area in good order and repair and in a safe, passable, and clean condition for the uses and purposes set forth herein except for obstructions, debris, damage, and conditions created by Grantor, or other third parties, that prevent or restrict Grantee from maintaining the Easement Area as required.
4. The Parties shall coordinate their activities to complete the Project while accommodating and minimizing any interruption to Grantor’s use of the Easement Area.
5. Grantee shall promptly restore the surface of the Easement Area, as nearly as reasonably possible, to the same condition as it existed prior to Grantee’s work including, but not limited to, the preservation or restoration of trees, shrubbery, grass, and paving which otherwise comply with the terms and conditions of this Temporary Construction Easement.
6. Grantee shall, at all times during Grantee’s use of the Easement Area comply with all applicable federal, state, and local laws, ordinances and regulations.
7. Except to the extent of injury or damage caused by the Grantee’s or a third party’s negligence or willful misconduct, Grantee agrees that Owner shall not be made liable for any damage or injury to any person or property arising from, growing out of, incident to, or in any

way related to the construction, operation, maintenance or use of the Easement Area by Grantee, and Grantee hereby agrees to indemnify and defend Owner against any and all claims, liabilities, costs or expenses (including attorneys' fees, costs, and all expenses of litigation) arising out of damage or injury to any person or property relating to Grantee's use of the Easement Area.

8. This Temporary Construction Easement and its terms and conditions shall be binding on the Parties and their respective successors, heirs and assigns. This Temporary Construction Easement shall not be recorded against the Real Property unless the Grantor proposes to convey the Real Property to a third party prior to the termination of the Temporary Construction Easement as provided herein. Grantor shall notify the Grantee of any proposed conveyance of the Real Property at least sixty (60) days prior to any conveyance. Grantor warrants Grantor owns fee title to the Real Property and warrants the Grantee quiet enjoyment of the Temporary Construction Easement.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

WOOD CREEK II, LLC
A Washington State corporation

By: Robert E. Chapman
Its: manager

Hawaii
STATE OF WASHINGTON)
City & County of Honolulu) ss.
~~COUNTY OF KING~~)

I certify that I know or have satisfactory evidence that Robert E. Chapman is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument as the manager (title) on behalf of Woodcreek II, LLC (company), a Washington limited liability company, pursuant to the provisions of the Limited Liability Company Agreement of said company, and acknowledged it to be the free and voluntary act of said company for the uses and purposes mentioned in the instrument.



Dated JAN 07 2016

1st Circuit
Nb. of Pages: 5

Evelyn K. Johnson

NAME: EVELYN K. JOHNSON
(Print Name)

Notary Public in and for the State of Hawaii
Commission Expires AUG 22 2019

Name of Document: Temporary Construction Easement
#LBC-2485-02

EXHIBIT "A"
LEGAL DESCRIPTION FOR
WOODINVILLE WATER DISTRICT
TEMPORARY CONSTRUCTION EASEMENT

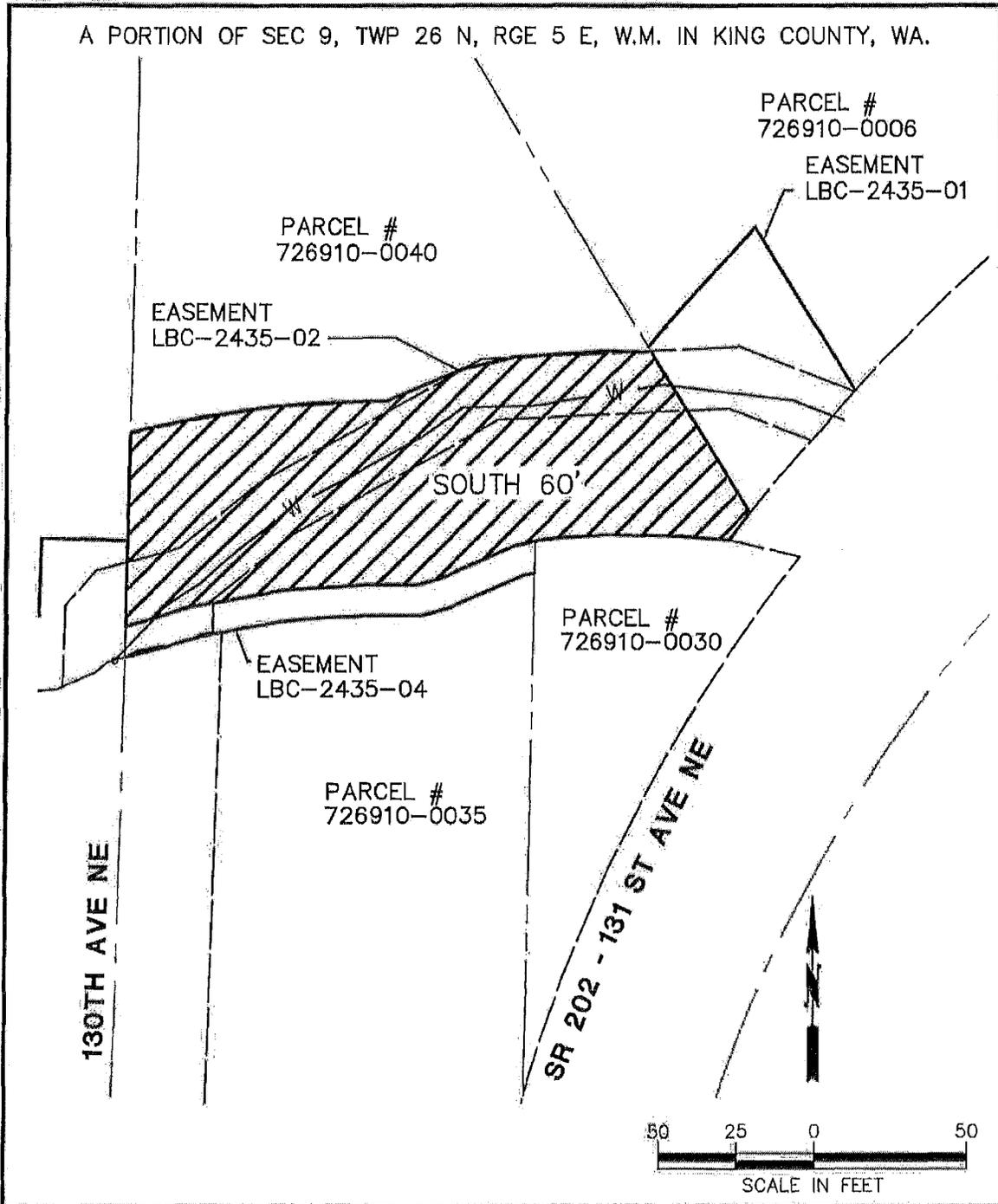
A portion of the NE ¼ of Section 9, TWP. 26 N., RGE. 05 E., W.M. King County, Washington, described as follows;

The southerly 60 feet of Parcel 726910-0040

See attached Exhibit "B"

WRITTEN BY: JPC
CHECKED BY: MD





<p>EXHIBIT "B" WOODINVILLE WATER DISTRICT SR202 - LITTLE BEAR CREEK TEMPORARY CONSTRUCTION EASEMENT</p>	 <p>CHS ENGINEERS</p> <p>12507 Bel-Red RD., Suite 101, Bellevue, WA 98005 www.chsengineers.com Ph: 425-637-3893</p>	<p>Scale 1" = 50'</p>
	<p>Drawn by <u>JPC</u> Project # <u>141303</u></p> <p>Checked by <u>MD</u> Date <u>12/03/15</u></p>	<p>Sheet 1 / 1</p>



Owner Authorization Form

Development Services Department
425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072
Desk Hours • Monday – Thursday 7:30am – 5:00pm • Friday 7:30am – 4:00pm

PROJECT NAME:	SR202/Little Bear Creek Temporary Water Main
SCOPE OF WORK:	Provide temp water main to serve Dairy Queen and Red Barn during WSDOT's SR202 constr
PROJECT LOCATION:	Crossing of Little Bear Creek near 130th Ave NE and NE 175th Street
PROPERTY OWNER INFORMATION	
NAME:	MRM Redmond WA 152nd, LLC
MAILING ADDRESS:	4530 Union Bay PI NE, Suite 208, Seattle, WA 98105 (Jenny Arviso)
PHONE NUMBER:	206-659-6155 x706
EMAIL ADDRESS:	jenny@incityinc.com
TENANT INFORMATION	
NAME:	Haight Carpet warehouse
MAILING ADDRESS:	
PHONE NUMBER:	
EMAIL ADDRESS:	
AUTHORIZED APPLICANT INFORMATION	
NAME:	Woodinville Water District, attn Christian Hoffman
MAILING ADDRESS:	PO Box 1390, Woodinville, WA 98072-1390
PHONE NUMBER:	425-487-4142
EMAIL ADDRESS:	choffman@woodinvillewater.com

The first statement must be checked. The other statements may be checked at the property owner's option.

<input type="checkbox"/>	I acknowledge that I own the property listed above. I further acknowledge and accept all permit and project conditions associated with the issuance of this permit.
<input checked="" type="checkbox"/>	If you want to give someone else authority to apply for the permit on your behalf, I hereby authorize the above person to act as my agent to apply for, sign and file the documents necessary, to obtain necessary permits for my project, and to receive all notices, decisions, and other correspondence from the City with respect to the project. I understand that I am jointly and severally responsible for their actions by this authorization.
<input type="checkbox"/>	If you plan to do the work yourself and not hire a contractor, I acknowledge that I will be constructing, altering, improving or repairing a building on property that I own without the intent to sell or lease for a minimum of twelve (12) months. I acknowledge that any contractors I hire must be licensed in accordance with the State of Washington laws under Chapter 18.27 RCW.
<input type="checkbox"/>	If you plan to allow your tenant to do the work themselves and not hire a contractor, I hereby authorize that the above listed tenant may act as their own contractor to construct, alter, improve or repair a building on a property that I own without the intent to sell or lease for a minimum of twelve (12) months. I acknowledge that any contractors I or the tenant hire must be licensed in accordance with the State of Washington laws under Chapter 18.27 RCW. I understand that I am jointly and severally responsible for their actions by this authorization.

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

PROPERTY OWNER - Must sign in ink

Signed at Bozzovme
(place)

on 2/16/16
(date)

NOTE: If property owner is a corporation, then Articles of Incorporation, LLC Agreement, or other legal document establishing signatory as having authority to sign legal documents must also be submitted.

After Signing and Notarizing Return to:

Woodinville Water District, attn: Christian Hoffman, P.E.
PO Box 1390
17238 NE Woodinville-Duvall Road
Woodinville, WA 98072

TEMPORARY CONSTRUCTION EASEMENT - #LBC-2435-03

Grantor: MRM REDMOND ~~WVA~~ 152nd, LLC DR
Grantee: WOODINVILLE WATER DISTRICT
Assessor's Tax Parcel: 726910-0046
Property Address: 17741 - 130th Ave NE, Woodinville, WA

This Agreement ("Agreement") is made this 16th day of February, 2016, by and between MRM REDMOND, LLC, a limited liability corporation ("Grantor"), and WOODINVILLE WATER DISTRICT, a municipal corporation ("Grantee") (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

WHEREAS, Grantor is the owner of the real property legally described as:
A PORTION OF LOTS 9 AND 10, RICHBOTTOM ADDITION, LESS VACATED ROAD 9-10-11 & VACATED STREET LYING SOUTHERLY OF STATE HWY # 2 & NORTHERLY & EASTERLY OF LINE DEFINED AS FOLLOWS: BEGINNING AT A POINT SOUTH 00-55-05 EAST 30.03 FT FROM NORTHEAST CORNER OF SOUTH 1/2 OF NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 26 NORTH, RANGE 5 EAST; THENCE NORTH 88-26-10 WEST 681.24 FT & SOUTH 01-33-50 WEST 590 FT TO TRUE POINT OF BEGINNING; THENCE NORTH 88-26-10 WEST ALONG SOUTH LINE OF SECTIONS 9 & 10 620 FT; THENCE NORTH 01-33-50 EAST 270 FT MORE OR LESS TO SOUTHERLY MARGIN OF STATE HIGHWAY LESS SOUTH 30 FT LESS STREET, LOCATED IN THE NE QUARTER SECTION 9, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., KING COUNTY, WASHINGTON (Assessor's Tax Parcel 726910-0046) (the "Real Property"); and

WHEREAS, Grantee is desirous of acquiring certain rights and privileges over, under, through, across, in and upon a portion of the Real Property;

NOW, THEREFORE, for and in consideration of the promises set forth below and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby conveys and grants to the Grantee, its successors and assigns and its employees, contractors, agents, permittees, licensees and representatives, a temporary construction easement to use and occupy the portion of the Real Property as legally described and depicted on Exhibits A and B attached hereto and incorporated herein by this reference ("Temporary Construction Easement" and "Easement Area") for any and all purposes related to the construction and installation of water utility lines and appurtenances for Grantee's SR202/Little Bear Creek Temporary Water Main Bypass Project ("Project").

This Temporary Construction Easement shall continue in full force and effect until completion of Grantee's permanent water line replacement with the WSDOT's SR202 Culvert Replacement Project, or until May 31st, 2018, whichever is later.

The Temporary Construction Easement is subject to the following terms and conditions:

1. Grantee shall have only such rights in the Easement Area as shall be necessary to effectuate the purpose of the Temporary Construction Easement.
2. Grantee shall bear and promptly pay all of the costs and expenses of the construction and maintenance of the Project improvements. Grantee shall keep the Easement Area free of any liens and encumbrances arising out of its activities relating to the Temporary Construction Easement.
3. Grantee shall, at Grantee's expense, maintain the Easement Area in good order and repair and in a safe, passable, and clean condition for the uses and purposes set forth herein except for obstructions, debris, damage, and conditions created by Grantor, or other third parties, that prevent or restrict Grantee from maintaining the Easement Area as required.
4. The Parties shall coordinate their activities to complete the Project while accommodating and minimizing any interruption to Grantor's use of the Easement Area.
5. Grantee shall promptly restore the surface of the Easement Area, as nearly as reasonably possible, to the same condition as it existed prior to Grantee's work including, but not limited to, the preservation or restoration of trees, shrubbery, grass, and paving which otherwise comply with the terms and conditions of this Temporary Construction Easement.
6. Grantee shall, at all times during Grantee's use of the Easement Area comply with all applicable federal, state, and local laws, ordinances and regulations.
7. Except to the extent of injury or damage caused by the Grantee's or a third party's negligence or willful misconduct, Grantee agrees that Owner shall not be made liable for any damage or injury to any person or property arising from, growing out of, incident to, or in any way related to the construction, operation, maintenance or use of the Easement Area by Grantee, and

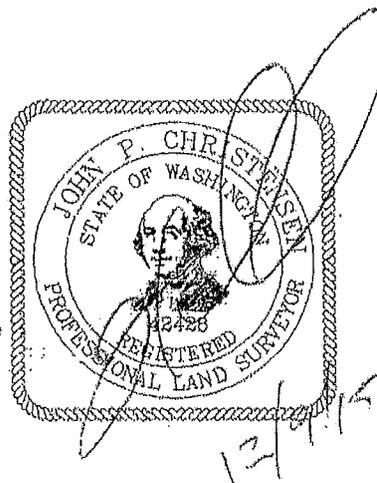
EXHIBIT "A"
LEGAL DESCRIPTION FOR
WOODINVILLE WATER DISTRICT
TEMPORARY CONSTRUCTION EASEMENT

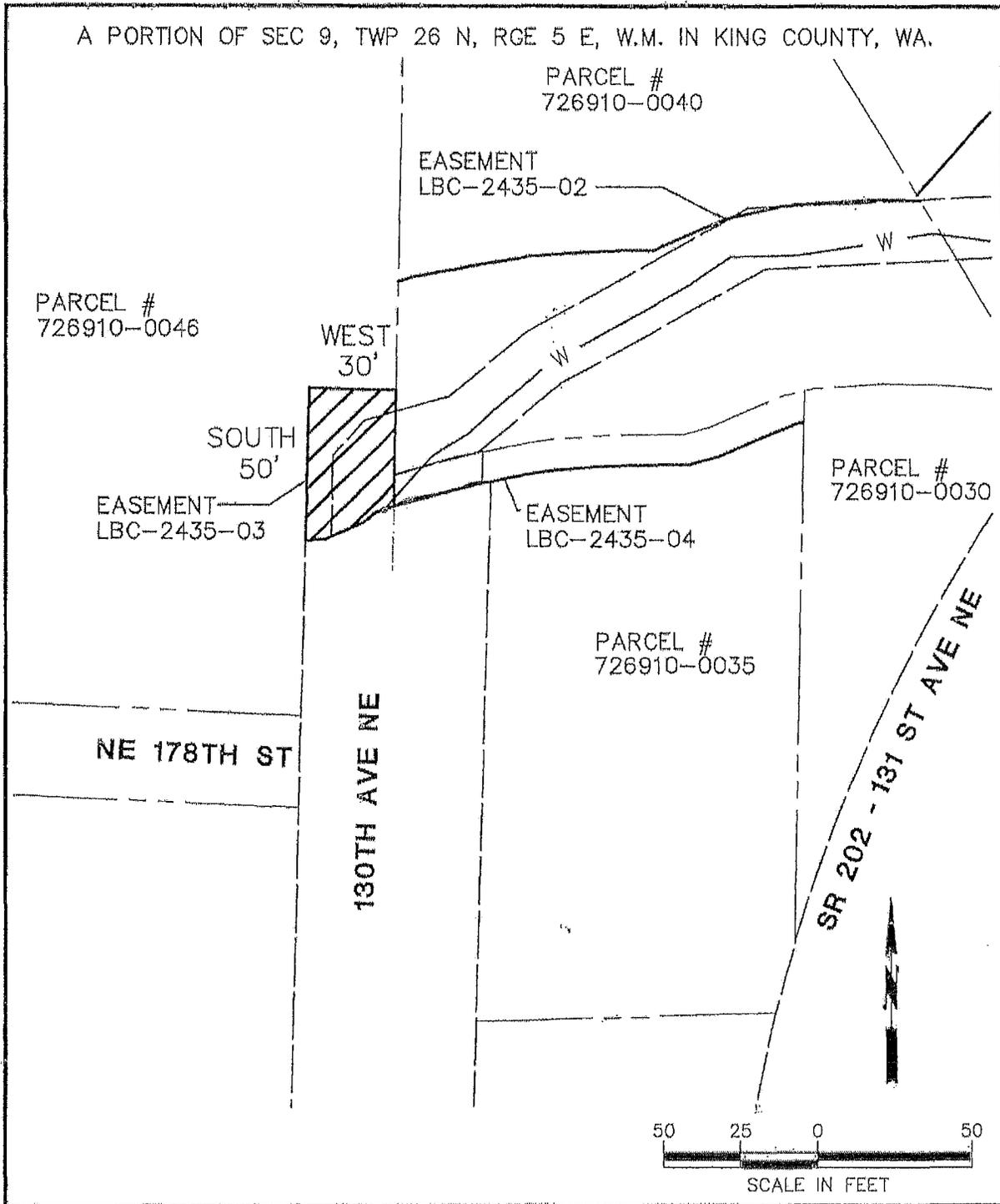
A portion of the NE ¼ of Section 9, TWP. 26 N., RGE. 05 E., W.M. King County,
Washington, described as follows;

The southerly 50 feet of the easterly 30 feet of Parcel 726910-0046

See attached Exhibit "B"

WRITTEN BY: JPC
CHECKED BY: MD





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