

**STATE OF WASHINGTON
STATE BOARD FOR COMMUNITY AND TECHNICAL COLLEGES
RESOLUTION 23-10-38**

A resolution relating to Lake Washington Institute of Technology, Redmond Campus stormwater easements.

WHEREAS, an adjacent landowner to the Lake Washington Institute of Technology, Redmond campus has notified the college that stormwater from its property is migrating onto their property, and

WHEREAS, the college is required to control and contain stormwater on its property, and

WHEREAS, Lake Washington Institute of Technology and the private property owner have negotiated for the college to convey an easement to the private property owner and the private property owner will construct a stormwater catch basin on college property at no cost to the college, and

WHEREAS, the Lake Washington Institute of Technology Board of Trustees recommends to the State Board for Community and Technical Colleges this property conveyance,

THEREFORE BE IT RESOLVED, that the State Board for Community and Technical Colleges authorizes the Executive Director to sign the Easement Deed in Attachment B conveying a temporary and permanent easements for the construction of a stormwater catch basin and associated grading to contain stormwater on college property, and

BE IT FURTHER RESOLVED, that the easements be conveyed at no cost except for the mutual and offsetting benefit to the college, and

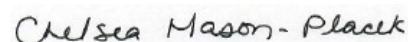
BE IT FURTHER RESOLVED, that the State Board for Community and Technical Colleges authorizes the Executive Director to make adjustments to this action, including any necessary changes to the State Board's Policy Manual, as necessary, for actions taken by the Governor, Legislature, data corrections, externally imposed restrictions or guidelines, uniform accounting and reporting requirements, and unanticipated changes in state or federal law.

APPROVED AND ADOPTED on 10/19/2023

Attest



Paul Francis, secretary



Chelsea Mason-Placek, chair

After recording return document to:

State of Washington
State Board of Community and
Technical Colleges
1300 Quince St SE, Olympia, WA 98501

Document Title: Easement Deed

Grantor: State of Washington State Board for Community and Technical Colleges, Lake Washington Institute of Technology

Grantee: CRP/MainStreet Spark Owner LLC, a Washington limited liability company

Legal Description:

Grantor Property: Parcel A Redmond BLA File No. L060159, recorded under recording number 20060706900006, in King County, Washington.

Grantee Property: Parcel B Redmond BLA File No. L060159, recorded under recording number 20060706900006, in King County, Washington.

Assessor's Tax Parcel Numbers:

Grantor Property: 1225059043

Grantee Property: 5195500210

EASEMENT DEED

The Grantor, State of Washington, State Board for Community and Technical Colleges, for the benefit of Lake Washington Institute of Technology, District 26, for and in consideration of mutual and offsetting benefits, does hereby convey and quitclaim unto CRP/MainStreet Spark Owner LLC a Washington limited liability corporation, Grantee, the following:

- (1) a non-exclusive temporary access, grading, landscaping and construction improvement easement over and across the following described real estate portion of the Grantor Property and such other portions adjacent thereto as shall be necessary and convenient for Grantee to complete the Grading and Improvement Work as defined in Exhibit A and depicted in Exhibit B (the "Grading Easement");
- (2) a non-exclusive permanent driveway pan easement to construct, operate, maintain, repair, replace, and upgrade a driveway pan for vehicular ingress and egress to access the Grantee Redevelopment on the Grantee Property (the "Driveway Pan Easement"): as defined in Exhibit C and depicted in Exhibit D.

The Grading Easement and the Driveway Pan Easement are the "Easement." This Easement and all of Grantee's rights pertaining thereto, as herein provided, shall be effective upon the mutual Execution Date of this Easement. The Grading Easement shall automatically terminate and revert to the Grantor upon the fifth (5th) anniversary of the mutual Execution Date of this Easement.

As used herein the term "Grading and Improvement Work" shall mean and refer to the following, all of which shall be required to be completed by Grantee in connection with its contemplated redevelopment of the Grantee Property (the "Grantee Redevelopment") and construction on the Grantee Property along the norther border of the Grantor Property, all to be completed in accordance with a mutually acceptable landscaping and construction plan to be negotiated in good faith between Grantee and Grantor for purposes of reasonably accommodating the Grantee Redevelopment

without unreasonable expense to Grantee:

- a. Removal and replacement of soil and landscaping improvements from the Grading Easement Area, regrading of the Grading Easement Area as generally depicted on Exhibit B hereto, and returning the Grading Easement Area to a "like new" condition with rocks.

Upon request of the Grantor, Grantee shall relocate any other facilities located within the area of the Grading Easement provided the Grantor agrees to pay for the cost of such relocation.

Grantor grants Grantee a license to construct a stormwater catch basin at a low point near the Grantor northern property line on the Grantor's Property. Grantor will not be responsible for any costs related to the construction of this catch basin. Grantor acknowledges it shall be responsible for any catch basin maintenance once it has been constructed by Grantee. Grantee is not responsible for any costs related maintenance of the catch basin, and it does make any representations or warranties regarding the catch basin. Grantee agrees to construct the catch basin during the term of the Grading Easement. Grantor and Grantee agree that the Stormwater Joint Use Agreement filed in King County Records under recording number 20060616000565 remains binding and valid.

The Grantee, its successors and assigns, will protect, defend in litigation (including the payment of any costs or attorneys' fees), save and hold harmless the Grantor, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever resulting from (a) the entry upon, activities on or use of the Grantor Property in the exercise of the Easement rights granted hereunder by the Grantee or its agents, contractors, invitees, or employees, or (b) breach of this Agreement by the Grantee. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of the Grantor or its authorized agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Grantor, its agents or employees, and (b) the Grantee, its agents or employees and involves actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's agents or employees..

This Agreement and all benefits, rights, covenants and obligations herein contained shall run with the land and shall respectively inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

This Agreement shall be governed by and construed in accordance with the Laws of the State of Washington (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including, but not limited to, matters of validity, construction, effect, and performance.

This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on next page]

Dated this __ day of _____ 2023 (the "Execution Date").

CRP/MAINSTREET SPARK OWNER LLC,
a Washington limited liability company

STATE OF WASHINGTON
State Board for Community and Technical Colleges,

By: Main Street Property Group, LLC
Its: Manager

By: Kim Faust
Co-President of Main Street Property Group LLC

By:
Title:
Date: _____

APPROVED AS TO FORM:

By: _____
Assistant Attorney General
Date: _____

STATE OF WASHINGTON)
) ss.
County of Thurston)

I, the undersigned, a Notary Public, do hereby certify that on this ____ day of _____ 2023, personally appeared before me _____, Executive Director, State Board of Community and Technical Colleges State of Washington, to me known to be the individual described in and who executed the within instrument, and acknowledged that he signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that he was duly authorized to executed said document.

In Witness Whereof I have hereunto set my hand and affixed by official seal the day and year first above written.

Notary Public, in and for the State of
Washington, residing at _____,
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
County of King)

I, the undersigned, a Notary Public, do hereby certify that on this ____ day of _____ 2023, personally appeared before me Kim Faust, Co-President of Manager of CRP/MAINSTREET SPARK OWNER LLC, a Washington limited liability company, to me known to be the individual described in and who executed the within instrument, and acknowledged that she signed and sealed the same as the free and voluntary act and deed of the Department, for the purposes and uses therein mentioned, and on oath stated that she was duly authorized to executed said document.

In Witness Whereof I have hereunto set my hand and affixed by official seal the day and year first above written.

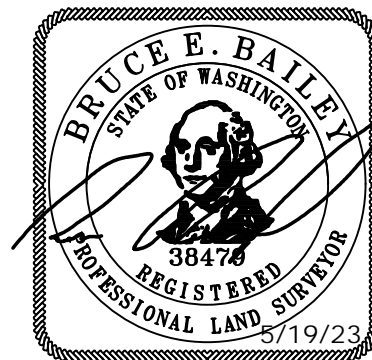
Notary Public, in and for the State of
Washington, residing at _____,
My appointment expires: _____

EXHIBIT A
EASEMENT DESCRIPTION

THAT PORTION OF PARCEL A, CITY OF REDMOND BOUNDARY LINE ADJUSTMENT NO. L060159, RECORDED UNDER RECORDING NO. 20060706900006, IN KING COUNTY, WASHINGTON LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID PARCEL A, THENCE ALONG THE EASTERLY LINE THEREOF, S01°07'18"W 4.00 FEET TO THE POINT OF BEGINNING;
 THENCE N88°12'52"W 400.68 FEET;
 THENCE S01°47'08"W 8.00 FEET;
 THENCE N88°12'52"W 69.52 FEET;
 THENCE N01°47'08"E 3.00 FEET;
 THENCE N88°12'52"W 84.15 FEET;
 THENCE S41°39'24"W 20.14 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL A WHICH BEARS S01°07'18"W FROM THE NORTHWEST CORNER OF SAID PARCEL A AND THE TERMINUS OF DESCRIBED LINE.

CONTAINING AN AREA OF ±3,414 SQ. FT.

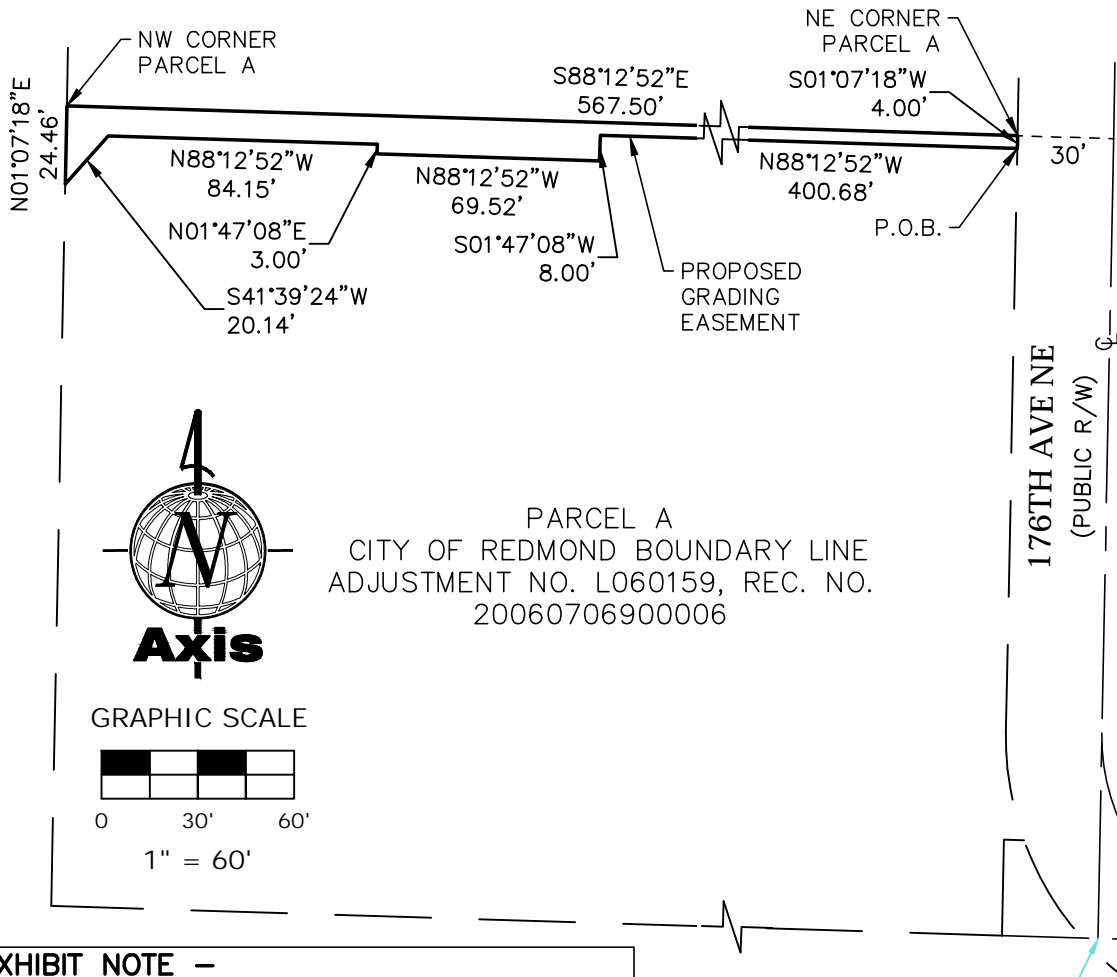


NW 1/4 SE 1/4, SEC. 12, TWP. 25N., RGE. 5E., W.M.
CITY OF REDMOND, KING COUNTY, WASHINGTON

 <p style="font-size: 2em; font-weight: bold; margin: 0;">Axis</p> <p style="font-weight: bold; margin: 0;">Survey & Mapping</p>	15241 NE 90TH ST, SUITE 100 REDMOND, WA 98052 TEL. 425.823-5700 FAX 425.823-6700		www.axismap.com	
	JOB NO. 22-189	DATE 5/19/23		
	DRAWN BY TJO	CHECKED BY BEB		
	SCALE N/A	SHEET 1 OF 2		

EXHIBIT B
EASEMENT DEPICTION

PARCEL B



— EXHIBIT NOTE —
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.

NW 1/4 SE 1/4, SEC. 12, TWP. 25N., RGE. 5E., W.M.
CITY OF REDMOND, KING COUNTY, WASHINGTON



Axis
Survey & Mapping

15241 NE 90TH ST,
SUITE 100
REDMOND, WA 98052
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FAX 425.823-6700

www.axismap.com

JOB NO.
22-189

DATE
5/19/23

DRAWN BY
TJO/ARH

CHECKED BY
BEB

SCALE
1"=60'

SHEET
2 OF 2

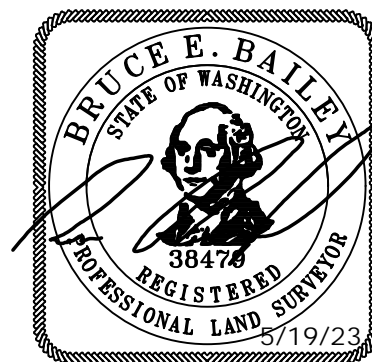
EXHIBIT C
EASEMENT DESCRIPTION

THAT PORTION OF PARCEL A, CITY OF REDMOND BOUNDARY LINE ADJUSTMENT NO. L060159,
RECORDED UNDER RECORDING NO. 20060706900006, IN KING COUNTY, WASHINGTON LYING
NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL A, THENCE ALONG THE WESTERLY LINE
THEREOF, S01°07'18"W 24.46 FEET TO THE POINT OF BEGINNING;
THENCE N41°39'24"E 31.86 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL A WHICH BEARS
S88°12'52"W FROM THE NORTHWEST CORNER OF SAID PARCEL A AND THE TERMINUS OF DESCRIBED
LINE.

CONTAINING AN AREA OF ±253 SQ. FT.

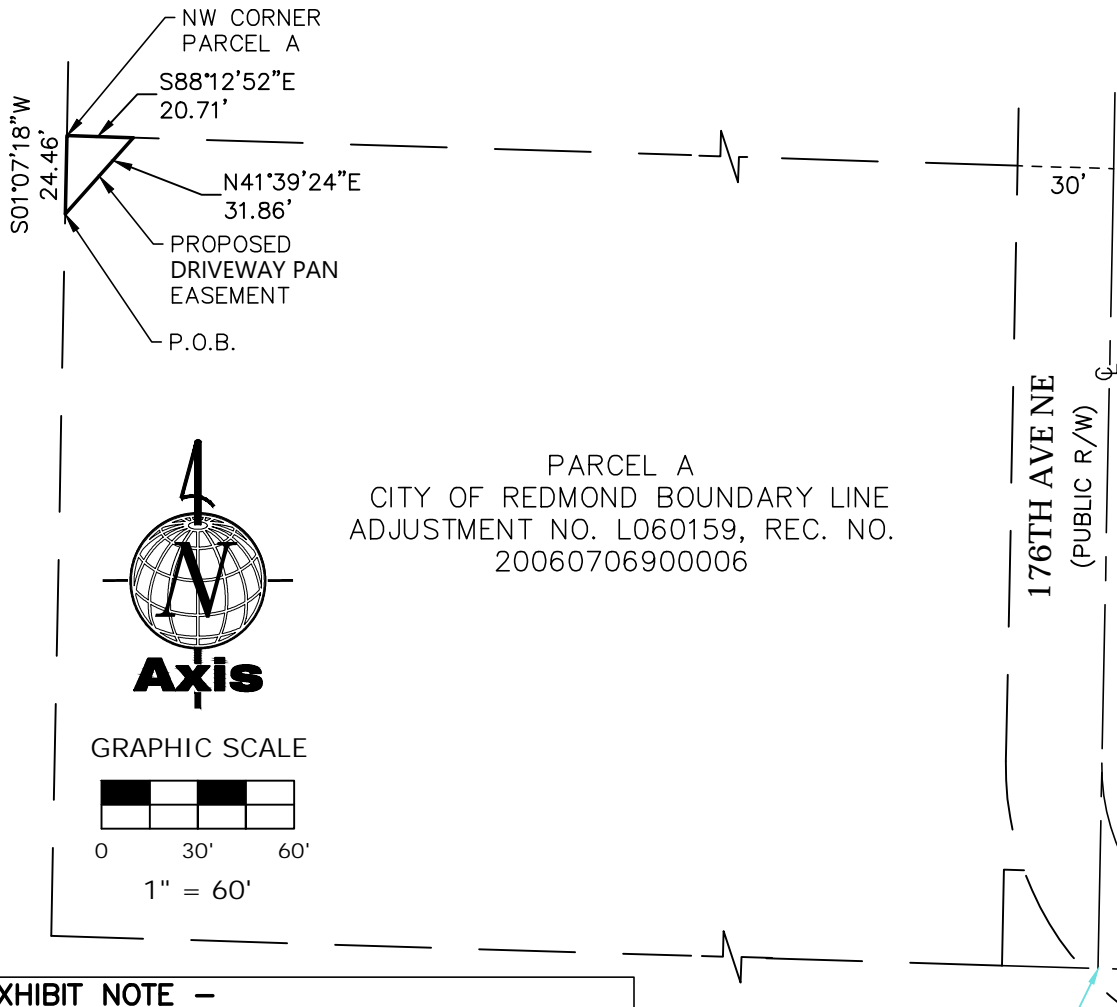
NW 1/4 SE 1/4, SEC. 12, TWP. 25N., RGE. 5E., W.M.
CITY OF REDMOND, KING COUNTY, WASHINGTON



 Axis Survey & Mapping	15241 NE 90TH ST, SUITE 100 REDMOND, WA 98052 TEL. 425.823-5700 FAX 425.823-6700		www.axismap.com	
	JOB NO. 22-189	DATE 5/19/23		
	DRAWN BY TJO	CHECKED BY BEB		
	SCALE N/A	SHEET 1 OF 2		

EXHIBIT D
EASEMENT DEPICTION

PARCEL B



- EXHIBIT NOTE -
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.

NW 1/4 SE 1/4, SEC. 12, TWP. 25N., RGE. 5E., W.M.
CITY OF REDMOND, KING COUNTY, WASHINGTON

 <p>Axis Survey & Mapping</p>	<p>15241 NE 90TH ST, SUITE 100 REDMOND, WA 98052 TEL. 425.823-5700 FAX 425.823-6700</p>		<p>www.axismap.com</p>	
	<p>JOB NO. 22-189</p>	<p>DATE 5/19/23</p>	<p>DRAWN BY TJO/ARH</p>	<p>CHECKED BY BEB</p>
	<p>SCALE 1"=60'</p>	<p>SHEET 2 OF 2</p>		