

After Recording Return To:

Michael C. Adams
Huntleigh/ Olympia LLC
101 Linden Street
Oakland, CA 94607

Thurston County Treasurer

Real Estate Excise Tax paid

By 2/11/05 [Signature] Deputy

**STORMWATER DRAINAGE FACILITY EASEMENT
AND MAINTENANCE AGREEMENT**

Grantors	HUNTLEIGH/OLYMPIA, LLC, an Oregon limited liability company and LOYAL MARTIN GRIFFIN, JR. REVOCABLE FAMILY TRUST UTD JUNE 30, 1989
Grantees	HARDEL MUTUAL PLYWOOD CORPORATION, a Washington corporation; HUNTLEIGH/OLYMPIA, LLC, an Oregon limited liability company; and LOYAL MARTIN GRIFFIN, JR. REVOCABLE FAMILY TRUST UTD JUNE 30, 1989
Legal Description (abbreviated)	<u>L 1-3 SS-03-09490L + Reach L17 to 24 B3 1/2 Vac</u> Additional legal on page: <u>8+9</u> <u>St + Alley</u>
Assessor's Tax Parcel ID No.	<u>7040-03-02501</u> <u>7040-03-02503</u> <u>7040-03-02502</u> <u>7040-03-01700</u>
Reference Nos. of Related Documents	Recording Requested By: <u>Stewart Title</u> <u>500711</u>

THIS STORMWATER DRAINAGE FACILITY EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement") is made this 11th day of November, 2004, by HUNTLEIGH/OLYMPIA, LLC, an Oregon limited liability company and LOYAL MARTIN GRIFFIN, JR. REVOCABLE FAMILY TRUST UTD JUNE 30, 1989 ("Grantors") and Har-del Mutual Plywood Corporation, a Washington corporation ("Har-del").

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RECITALS

A. Grantor, Loyal Martin Griffin, Jr. Revocable Family Trust UTD June 30, 1989, owns Lot 1 and Grantor, Huntleigh/Olympia, LLC, owns Lots 2 and 3 of the real property described on Exhibit A attached hereto and by this reference incorporated herein (collectively, the "Property" or the "Lots" and individually, "Lot 1", "Lot 2", and "Lot 3");

B. Hardel owns the four parcels of real estate described on Exhibit B attached hereto and by this reference incorporated herein (collectively, "Hardel Lots");

C. Hardel has directed some of its stormwater runoff onto the Property and the parties desire to convey that stormwater to a facility approved to meet City of Olympia standards for the development of Lot 1, Lot 2, and Lot 3.

D. Hardel will not increase the amount of stormwater flowing onto Grantors' lands.

E. As a condition of using the stormwater facility, Hardel will contribute Fifteen Thousand Dollars (\$15,000) jointly to Grantors.

F. The Grantors and Hardel wish to set forth their obligation to maintain the stormwater facilities to the standards required by the City of Olympia.

AGREEMENT

NOW, THEREFORE, Grantors covenant, decree and declare that all of the Property shall be held and conveyed subject to the following:

1. Easement for Stormwater. Grantors hereby grant, create and declare a non-exclusive easement for stormwater wet ponds, infiltration/retention ponds, pipes, and appurtenances and ingress and egress easement, to and from each of Lot 1, Lot 2, Lot 3 and Hardel Lots, on, over and across the area denoted as "Detention Pond" including the area under which stormwater conveyances may be installed, ~~as shown on the sketch attached here to as Exhibit C~~ and by this reference incorporated herein. The easement rights and obligations granted to Hardel shall terminate upon completion of any redevelopment of the Hardel Lots which requires new stormwater facilities, such as on site detention, of the Hardel Lots. Upon completion of such redevelopment, which requires new stormwater facilities, Hardel shall no longer have any right to convey stormwater to Grantors' property. Hardel's rights hereunder are limited to the historical volume of storm runoff flowing onto the Property, where no additional stormwater shall be directed into the system from Hardel's.

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2. Maintenance and Repair.

Each Owner (as defined below) shall have the duty to maintain in good condition and repair, or cause to be maintained and kept in repair, the stormwater facilities.

Costs of maintenance shall be shared one-third (1/3) each by Hardel, the Owner of Lot 1 and the Owner of Lot 2. If Lot 3 is developed, costs of maintenance and repair will be reallocated one-fourth (1/4) to the Owner of each Hardel, Lot 1, Lot 2, and Lot 3.

The Owners shall annually elect a business, firm or person to be responsible to implement the stormwater facility maintenance program and the pollution source control program required by the City of Olympia. A written log book of steps taken to implement the aforesaid programs shall be maintained by the selected business, firm or person, as required by the City of Olympia.

All maintenance and repair work expenses shall be allocated as indicated above. The other Owners are granted a lien against the property of any Owner who does not pay its proportionate share of maintenance and repair costs to the extent of payment made by the other Owners.

The term "Owner" shall mean and refer to each person or entity that holds fee title to Lot 1, Lot 2, Lot 3 and the Hardel Lots and any successor of such person or entity acquiring fee title from such person or entity. The term "Owner" shall not include any lender, trust deed beneficiary or mortgagee, nor any lessee, tenant or occupant of space on the Property or the Hardel Lots.

3. Compliance with Laws and Regulations – Indemnification.

Each Owner shall, with respect to its own Lot including the Hardel Lots, comply with all laws, rules, regulations and requirements of all public authorities, and indemnify, defend and hold each other Owner harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including but not limited to costs and attorney's fees) arising out of or in any way related to such Owner's failure to maintain its Property in a safe condition including any oil chemical or other contamination. Each Owner shall give prompt and timely notice of any claim made or suit or action commenced against it that in any way would result in indemnification under this Agreement.

4. Construction.

The rule of strict construction does not apply to this Agreement. The Agreement shall be given reasonable construction so that the intention of Grantors to create and convey a benefit of stormwater detention and a joint burden of maintenance for Owners is carried out. This Agreement shall be construed and governed by the laws of the State of Washington. The invalidity and unenforceability of any provision hereof shall not affect or



impair any other provisions hereof. This Agreement may not be modified or amended except by written agreement signed and acknowledged by all Owners. All of the provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

5. Default and Remedies.

Failure of any Owner to perform its obligations under this Agreement after 10 days' written notice and opportunity to cure shall constitute a default. Monetary defaults shall bear interest at 18% per annum, or the maximum allowed by law, whichever is less. If, however in the event of a non-monetary default, the party within such 10 days commences the cure and pursues the cure diligently to completion, then the party shall not be in default. In the event of a default, the other Owners shall be entitled to bring an action for damages, specific performance or, where appropriate, injunctive relief. Such remedies shall be in addition to any other remedies afforded under Washington law.

6. Attorney Fees.

In the event action is instituted to enforce any term of this Agreement, including payment of maintenance fees and expenses, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of an appeal, as set by the appellate courts.

7. Binding Effect. These covenants, conditions, restrictions and easements established in this Agreement shall run with the Property and the Hardel Lots and shall be binding upon all parties having or acquiring any right or title in the Property and the Hardel Lots or any part thereof, and shall inure to the benefit of each Owner thereof and are imposed upon said interests and every part thereof as a servitude in favor of each and every of said interests as the dominant tenement or tenements.

8. Termination/Modification. This Agreement may be terminated or modified only by the written agreement of all of the Owners.

GRANTORS:

HUNTLEIGH/OLYMPIA, LLC

By:



Its:

Manager

LOYAL MARTIN GRIFFIN, JR.
REVOCABLE FAMILY TRUST UTD
JUNE 30, 1989

By: _____

Its: _____

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GRANTORS:

HUNTLEIGH/OLYMPIA, LLC

LOYAL MARTIN GRIFFIN, JR.
REVOCABLE FAMILY TRUST UTD
JUNE 30, 1989

By: _____

By: _____

Loyal Martin Griffin Jr.

Its: _____

Its: _____

Trustee



GRANTEE:

HARDEL MUTUAL PLYWOOD CORPORATION

By: Daniel W. Lyon

Its: Secretary

STATE OF _____)

County of _____ : ss.)

On this day personally appeared before me _____, to me known to be the _____ of Huntleigh/Olympia, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this _____ day of _____, 2004.

Printed Name: _____

Notary Public in and for the State of _____, residing at _____

Commission Expires: _____

FOR RECORDING PURPOSES, DO NOT WRITE, SIGN, STAMP
OR AFFIX NOTARY SEAL WITHIN THE ONE INCH TOP,
BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS



STATE OF _____)
: ss.)
County of _____)

On this day personally appeared before me _____, to me known to be the _____ of LOYAL MARTIN GRIFFIN, JR. REVOCABLE FAMILY TRUST UTD JUNE 30, 1989 that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this _____ day of _____, 2004.

Printed Name: _____
Notary Public in and for the State of _____, residing at _____
Commission Expires: _____

FOR RECORDING PURPOSES, DO NOT WRITE, SIGN, STAMP
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BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS

STATE OF WASHINGTON)
: ss.)
County of Lewis)

On this day personally appeared before me David W. Lyon, to me known to be the Secretary of Hardel Mutual Plywood Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this 19th day of November, 2004.



D.E. Baldrige
Printed Name: D.E. Baldrige
Notary Public in and for the State of Washington, residing at Chahal's
Commission Expires: 2/5/06

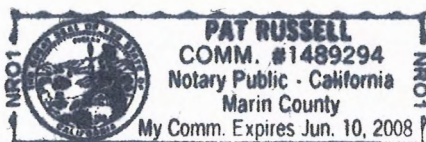
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OR AFFIX NOTARY SEAL WITHIN THE ONE INCH TOP,



STATE OF California)
County of Marin : ss.)

On this day personally appeared before me Loyal Martin Griffin, Jr., to me known to be the Trustee of LOYAL MARTIN GRIFFIN, JR. REVOCABLE FAMILY TRUST UTD JUNE 30, 1989 that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this 10th day of Feb, 2005, 2004.



Pat Russell
Printed Name: PAT RUSSELL
Notary Public in and for the State of California, residing at Marin County
Commission Expires: June 10, 2008

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BOTTOM AND SIDE MARGINS OR AFFIX ANY ATTACHMENTS

STATE OF WASHINGTON)
County of _____ : ss.)

On this day personally appeared before me _____, to me known to be the _____ of Hardel Mutual Plywood Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this _____ day of _____, 2004.

Printed Name: _____
Notary Public in and for the State of
Washington, residing at _____
Commission Expires: _____

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Alameda

SS.

On Nov. 16, 2004

before me,

Erin E. Cosgrove, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

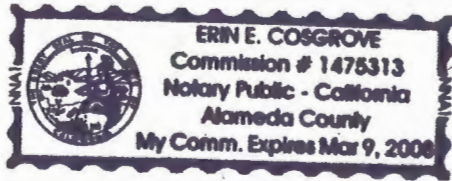
personally appeared

Michael C. Adams

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

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:

Stormwater Drainage Facility Easement

Document Date:

Nov. 16, 2004

Number of Pages:

13

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

Michael C. Adams

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☒ Other:

Managing Member

Signer Is Representing:

Huntleigh / Olympia, LLC

RIGHT THUMBPRINT
OF SIGNER
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EXHIBIT A

LEGAL DESCRIPTION
OF GRANTORS' PROPERTY

HUNTLEIGH/OLYMPIA, LLC

LOTS 2 AND 3

Lots 2 and 3 of Short Subdivision No. SS-03-0949OL, as recorded March 19, 2004, under Auditor's File No. 3625874.

Situate in the County of Thurston, State of Washington

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any.

LOYAL MARTIN GRIFFIN, JR. REVOCABLE FAMILY TRUST UTD JUNE 30, 1989

LOT 1

Lot 1 of Short Subdivision No. SS-03-0949OL, as recorded March 19, 2004, under Auditor's File No. 3625874.

Situate in the County of Thurston, State of Washington

SUBJECT TO covenants, conditions, restrictions, reservations, easements and agreements of record, if any.

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EXHIBIT B

LEGAL DESCRIPTION OF HARDEL LOTS

2321 NW Harrison Ave
Olympia, WA 98502

Legal Description

REACH L17 TO 24 B 3 1/2 VAC ST & ALLEY

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