

After recording return document to:  
City of Olympia  
Attention: Legal Department  
P.O. Box 1967  
Olympia, WA 98507-1967

---

<b>Document Title:</b>	<b>PEDESTRIAN &amp; BICYCLE ACCESS EASEMENT AGREEMENT</b>
<b>Grantor(s):</b>	Olympia PropCo LLC
<b>Grantee(s):</b>	<b>City of Olympia</b>
<b>Legal Description:</b>	<b>S1/4 OF N1/2 OF NW1/4 OF NW1/4 SECT 17, 18N, R1W</b>
<b>Tax Parcel Number:</b>	11817220600

**THIS ACCESS EASEMENT AGREEMENT** ("Agreement") is between Olympia PropCo LLC, a Delaware limited liability company ("Owner"), and the CITY OF OLYMPIA, a Washington municipal corporation ("City"). Owner and City are each a "Party," and together the "Parties" to this Agreement. The Parties agree as follows:

- 1. PROPERTY.** This Agreement relates to property legally described as the South Quarter of the North Half of the Northwest Quarter of the Northwest Quarter of Section 17, T. 18 N., R. 1 W., W.M. Excepting therefrom the East 66 feet and the West 540 feet. Together with the East 155 of the West 540 feet of the South Quarter of the North Half of the Northwest Quarter of the Northwest Quarter of Section 17, T. 18 N., R.1 W., W.M., Washington, Assessor's Tax Parcel Number 11817220600 (the "Property").
- 2. GRANT OF EASEMENT.** Owner grants to City and its assigns, a non-exclusive public pedestrian and bicycle access easement over, under, upon, and across the Easement Area (as defined below) for public pedestrian and bicycle use, surface and subsurface, including but not limited to access uses as well as sidewalks, installation, operation and maintenance of street lighting, signs and such other uses that municipalities may make of pedestrian and bicycle access easements from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the Easement Area. The "Easement Area" is defined in Exhibit "A" and shown on Exhibit "B" by reference made a part hereof. City acknowledges that a City watermain/water utility easement exists within the same Easement Area as defined in Exhibit "A." The existing water main easement is described in the document dated February 14, 1975, and recorded on December 15, 1975 in Volume 716,



page 208 under recording number 953416, Real Estate Records of Thurston County. City hereby represents and warrants that the new easement granted herein by Owner for public pedestrian and bicycle use will not interfere with the operation or maintenance of City's watermain/water utility easement, and to the extent a conflict may occur, City will resolve any conflicts at City's sole cost and expense.

### **3. RIGHTS AND OBLIGATIONS OF CITY.**

- A.** City (including City's contractors, agents, permittees and assigns) is authorized to access, occupy and use the area necessary for the construction of pathway improvements as shown on Exhibit "C" by reference made a part hereof, and to construct, reconstruct, inspect, maintain and repair the pathway and street lighting (the "Permitted Use"). Construction related activities and improvements shall be limited to the public right-of-way, private drive (Ensign Road) and Easement Area. In the event that Owner's property or any private improvements are disturbed or damaged by City, its contractors, agents, or permittees, City shall, at its own expense restore the impacted property or improvements to the same conditions that existed prior to the disturbance or damage. City shall be responsible for the ongoing maintenance, repair and operation of the pathway pavement, sidewalk and related improvements within the Easement Area from the Grantor's south property line to the Chehalis-Western Trail, along with the associated streetlights and signage.
- B.** Prior to advertising the project for bid, City shall provide Owner the opportunity to review the project plans and specifications.
- C.** Survey and place wooden lath (for the purpose of fence construction) along the North (approx. 150 LF), East (approx. 165 LF), and South (approx. 190 LF) property lines of the "PROPERTY" defined in paragraph 2. Property Owner is responsible for fencing materials, installation and tree trimming costs associated with fence installation.
- D.** Install one (1) streetlight in the landscape island between the two parking lot entrances on the south side of Ensign Road. Installation will require the removal of one tree and some additional vegetation trimming around the light. City will be responsible for the removal of the tree and minor trimming for the appropriate light casting. No replacement trees or plantings are included.
- E.** Upgrade the existing streetlight located at the Southeast corner of the parking lot to LED. City will be responsible for minor tree trimming around the existing light for appropriate light casting.



- F. Install two (2) "Employee Only Parking" signs one at each entrance of the parking lot referenced in paragraph 4.c. Exact wording and location will be coordinated with Owner prior to the project advertising for bids.
- G. Install two (2) to four (4) "No Parking" signs along Ensign Road within Owner's property. Exact wording and locations to be coordinated with Owner prior to the project advertising for bids.
- H. Install two (2) "Private Property, Public Pedestrian and Bicycle Traffic Welcome" signs at or near the South property line. Exact wording and location will be coordinated with Owner prior to the project advertising for bids.
- I. Owner's business sign for "The Firs" is currently located on private property at the corner of the private drive, known as 10<sup>th</sup> Ave, and Lilly Road. The private property may redevelop in the future and require the removal of the sign. Should that happen, City will allow the placement of a new sign that meets the following criteria:
  - i. The sign size shall meet City standards at the time of placement.
  - ii. The sign shall be placed in the planter strip between back of curb and face of sidewalk.
  - iii. The placement shall be no less than twenty feet from the south curb line of 10<sup>th</sup> Ave extended or per current sign placement standards for sight triangles at the time of installation.
  - iv. Owner is responsible for all sign costs to include installation.
  - v. City will waive all sign permitting fees, if any.
- J. City will be responsible for all engineering, permitting, construction and ongoing maintenance associated with pathway between the Chehalis Western Trail and the private roadway known as Ensign Road.

**4. RIGHTS AND OBLIGATION OF OWNER.** Owner shall be responsible for the ongoing maintenance and repair of the private roadway surface, sidewalks and storm water system on Owner's property outside the Easement Area.

**5. TERM AND OBLIGATION ON TERMINATION.** This Agreement shall commence upon execution by Owner and acceptance by City, and continue until terminated by the parties. The obligations under Sections 3(I) and 6 shall survive termination.



6. **INDEMNIFICATION.** To the fullest extent permitted by law, City shall defend, indemnify and hold Owner, its officers, directors, employees, parents, subsidiaries, affiliates, managers, successors and/or assigns ("Owner Indemnified Parties") harmless from any and all costs, expenses (including reasonable attorney's fees and costs), damages, claims, losses, actions, causes of actions, judgments, fines, and penalties ("Claims"), including, but not limited to, injury or death to any person or damage to any property occurring within or about the Property to the extent arising directly or indirectly out of the Permitted Use and City's, its employees', agents', consultants' or invitees' access or use of the Property; any work performed in connection with this Agreement, and anything arising out of or related to the intentional and/or negligent acts of City, its contractors, agents or permittees or assigns in exercising the rights and obligations granted pursuant to this Agreement.
7. **CITY AND OWNER ACKNOWLEDGMENT.** It is understood and acknowledged by both parties that emergency vehicles shall have access over and across the private drive (Ensign Road) to the Chehalis-Western Trail as shown on Exhibit "B". The parties further acknowledge and agree that bicycles may use the private drive from the pathway located on the Easement Area to the public right-of-way of Ensign Road as shown on Exhibit "B".
8. **SUCCESSORS.** This Agreement shall run with the Property and is binding on any and all successors or assignees of all Parties.

**OWNER:**

Granted this 8 day of June, 2018.

OLYMPIA PROPCO LLC, a Delaware limited liability company

By: S-H MRE/HCP PropCo Ventures LLC,  
a Delaware limited liability company, its Sole Member

By: 山田 良夫  
Name: Katsuo Yamanaka  
Title: Vice President

See attached  
certificate

STATE OF \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2018, before me personally appeared KATSUO YAMANAKA to me known to be the Vice President of S-H MRE/HCP PropCo Ventures, LLC, the sole member of Olympia Propco, LLC, a Delaware limited liability company, who executed the foregoing instrument, and acknowledged said instrument to be the free and



voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that that (he/she) is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Signature

Print Name: \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

Washington, residing at: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**CITY:**

Accepted and Approved:  
CITY OF OLYMPIA

Approved as to form:

By: \_\_\_\_\_  
Steven R. Hall, City Manager

  
City Attorney

Date: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On 06/18/2018 before me, Catherine Gardiola,  
Date Here Insert Name and Title of the Officer  
personally appeared Katsuo Yamawaka  
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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



PROJECT NAME: ENSIGN PATHWAY  
PROJECT NO: 1604G  
OWNER: OLYMPIA PROPCO LLC.  
PARCEL NUMBER 11817220600  
DATE: November 14, 2017

**EXHIBIT "A"**

**PEDESTRIAN & BICYCLE ACCESS EASEMENT DESCRIPTION**

An easement over and across a portion of that tract of land described in Warranty Deed, AFN 4438124, records of Thurston County, Washington, situated in the NW ¼ of the NW ¼ of Section 17, Township 18 North, Range 1 West, Willamette Meridian, said dedication described as follows:

**BEGINNING** at the Northeast corner of Parcel "A" of said Deed;

Thence along the North line of said Parcel North 88°02'32" West, 99.55 feet;

Thence leaving said North line South 01°57'28" West, 8.98 feet;

Thence South 42°57'39" East, 4.93 feet to a non-tangent curve;

Thence along said curve to the right 50.26 feet, said curve having a radius of 16.00 feet, a delta angle of 180°00'00", and a chord bearing and distance of South 42°57'39" East, 32.00 feet;

Thence South 47°02'21" West, 117.55 feet to a point of curvature;

Thence along a curve to the left 58.16 feet, said curve having a radius of 180.00 feet, a delta angle of 18°30'45", and a chord bearing and distance of South 37°46'59" West, 57.91 feet to the south line of said Parcel;

Thence along said South line South 88°02'32" East, 11.26 feet;

Thence leaving said South line along a non-tangent curve to the right, 49.89 feet, said curve having a radius of 170.00 feet, a delta angle of 16°48'51", and a chord bearing and distance of North 38°37'56" East, 49.71 feet;

Thence North 47°02'21" East, 151.83 feet;

Thence South 88°02'32" East, 42.13 feet to the East line of said Parcel;

Thence along said East line North 1°58'41" East, 18.00 feet to **POINT OF BEGINNING**;

Said easement contains 3,651 square feet.





# LEGEND

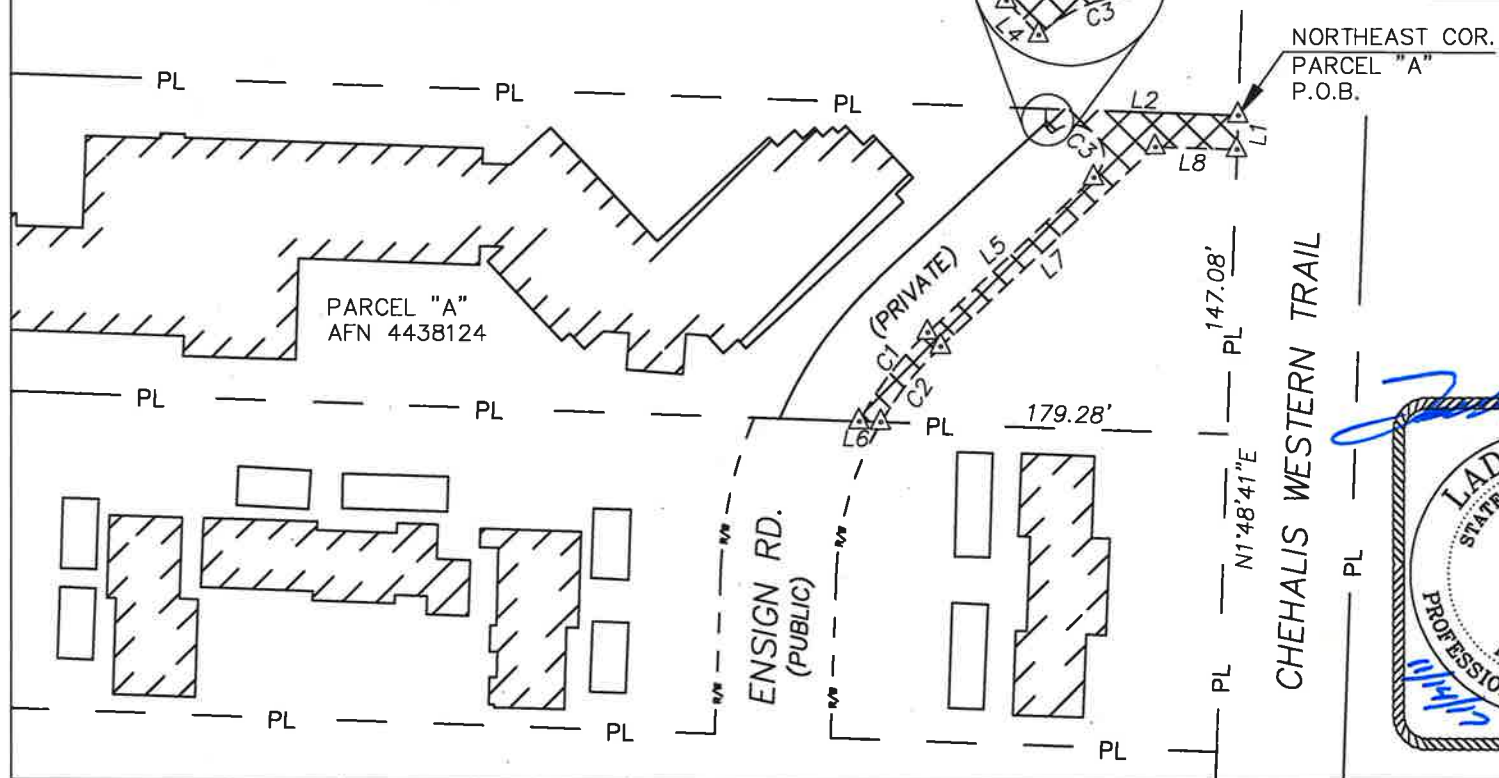
	PROPERTY LINE
	PROPOSED EASEMENT
	EXISTING RIGHT-OF-WAY
	PLATLINE
	BUILDING LINE
	PROPOSED EASEMENT AREA
	CALCULATED POINT

# CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG	CHORD
C1	58.16'	180.00'	18°30'45"	S37°46'59"W	57.91'
C2	49.89'	170.00'	16°48'51"	N38°37'56"E	49.71'
C3	50.26'	16.00'	180°00'00"	N42°57'39"W	32.00'

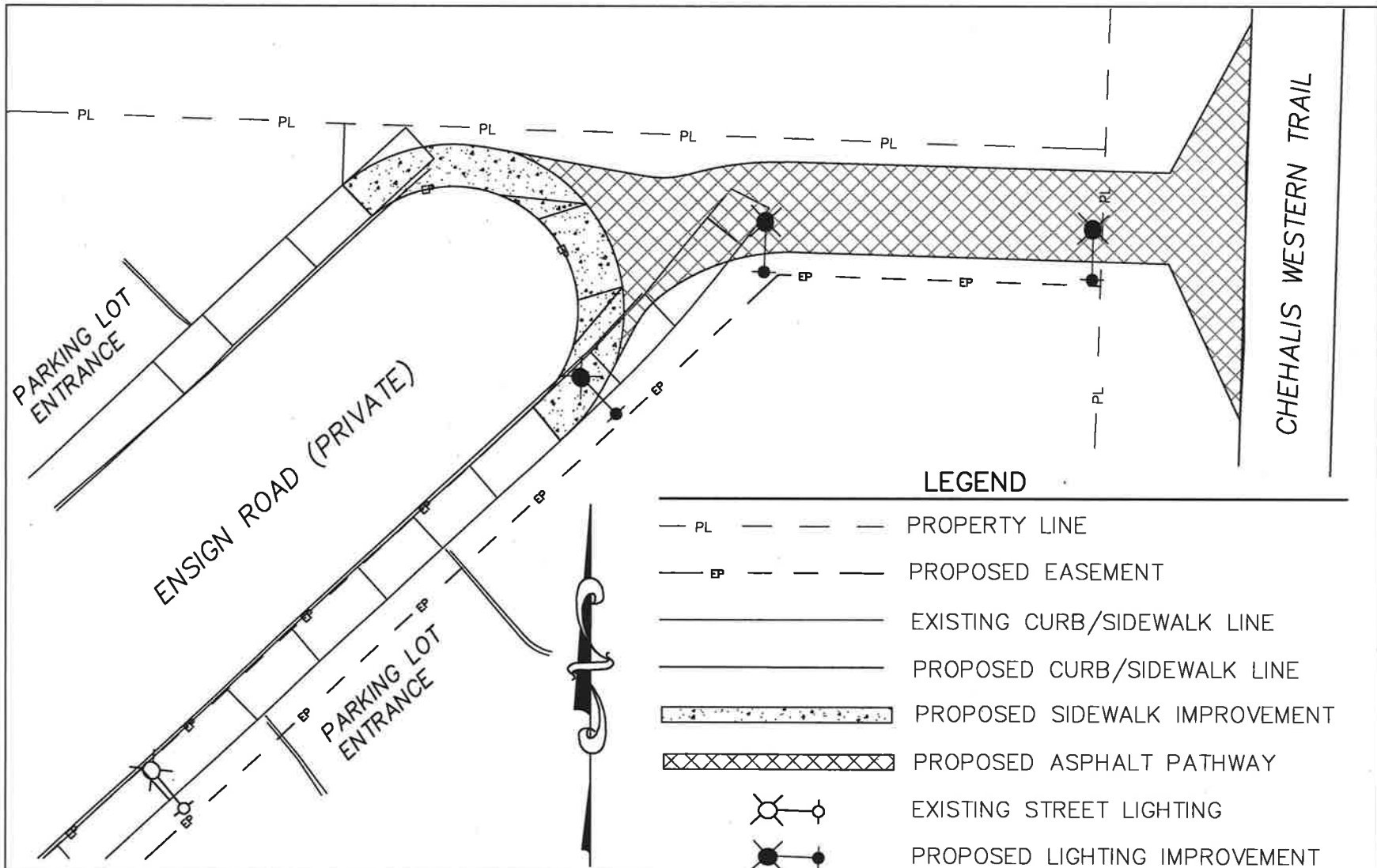
# LINE TABLE

LINE	BEARING	LENGTH
L1	N1°58'41"E	18.00'
L2	N88°02'32"W	99.55'
L3	S01°57'28"W	8.98'
L4	S42°57'39"E	4.93'
L5	S47°02'21"W	117.55'
L6	S88°02'32"E	11.26'
L7	N47°02'21"E	151.83'
L8	S88°02'32"E	42.13'



		PROJECT NO.	CITY OF OLYMPIA  EXHIBIT "B" ENSIGN PEDESTRIAN & BICYCLE ACCESS EASEMENT SECTION 17, T.18N., R.1W., W.M.	DRAWING NAME
DRAWN	TCM	1604G		ENSIGN-PROPOSED
QC REVIEW	LFC	DATE		
SCALE	N.T.S.	NOVEMBER 2017		SHEET 1 OF 1





		PROJECT NO.	<b>CITY OF OLYMPIA</b> <b>EXHIBIT "C"</b> <b>ENSIGN PEDESTRIAN &amp; BICYCLE ACCESS EASEMENT</b> <b>SECTION 17, T.18N., R.1W., W.M.</b>	DRAWING NAME
DRAWN	JE	1604G		sw path exhibit
QC REVIEW	LFC	DATE		
SCALE	N.T.S.	AUGUST 2017		SHEET 1 OF 1