

Filed for record at the request of:
CITY OF BELLEVUE
Patti Ebert
Civic Services
P.O. Box 90012
Bellevue, WA 98009-9012

CONFORMED COPY



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EASEMENT Rec: \$78.00
4/27/2018 4:31 PM
KING COUNTY, WA

CR# 73687 Date 4/24/18 Loc E18-029

(5) W107102
FIRST AMERICAN
78

NON-MOTORIZED PUBLIC ACCESS EASEMENT

Grantor: The Little School, a Washington nonprofit corporation

Grantee: City of Bellevue, a Washington municipal corporation

Abbreviated Legal: Portion of SW ¼ Sec 21, Twp 25 N., Rng 5 E, W.M. K.C.

Additional Legal on Page: Exhibit A

Assessors Tax Parcel ID#: 212505-9019, 124270-0002, 212405-9046

IN THE MATTER OF: NE 28th Street Vacation; Bellevue Ordinance #6080

GRANTORS, THE LITTLE SCHOOL, a Washington nonprofit corporation, for valuable consideration, for public use, hereby grant and convey to the GRANTEE, CITY OF BELLEVUE, a Washington municipal corporation, and to the public, an easement and right-of-way over, across, along, through, under, and upon the real property described in Exhibit A, attached hereto and by this reference incorporated herein, for the purpose of constructing, installing, replacing, repairing, maintaining, and operating a non-motorized public access easement, and associated landscaping and appurtenances, together with the right of ingress thereto and egress therefrom for the purpose of enjoying the easement and also granting to Grantee and to those acting under or for Grantee, the use of such additional area immediately adjacent to the above easement as shall be required for the construction and subsequent maintenance of said non-motorized public access. Such additional area to be held to a minimum necessary for that purpose. Immediately after the completion of the construction and installation, or any subsequent re-entry upon the easement, Grantee shall restore the premises adjacent to the easement as near as may be to its condition immediately before such construction or re-entry.

Said easement contains an area of approximately 9,521 square feet.


Grantee will protect, save and hold harmless, and defend, with counsel of its sole reasonable choice, Grantor, its tenant(s), and their successors, assigns, customers and invitees, from all claims, actions, filed or threatened, costs, damages, or expenses of any nature whatsoever arising out of or in connection with any acts or omissions of Grantee in connection with Grantee's exercise of its rights under this Easement. The obligation to protect, save and hold harmless, and defend shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of Grantor or its tenant(s), or their successors or assigns; Provided that if the claims, actions, costs, damages, or expenses are caused by or result from concurrent negligence of (a) Grantor or its tenant(s), or their successors or assigns and (b) Grantee, its agents, contractors or assigns, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Grantee, its agents, contractors or assigns. Grantee shall promptly notify Grantor and its tenant(s) of any loss, damage, injury or death arising out of or in connection with any acts or omissions of Grantee in connection with Grantee's exercise of its rights under this Easement.

The City covenants to maintain the easement in a safe condition in compliance with applicable laws.

The covenants herein contained shall run with the land and shall forever bind the Grantor, their successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 2nd day of March, 2018.

GRANTOR: The Little School

By (signature): 
Title: Head of School

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: *Laurie Leland*
Laurie Leland
Interim Civic Services Director

By: *Monica Buck*
Monica Buck
Assistant City Attorney

STATE OF WASHINGTON
COUNTY OF KING

I certify that I know or have satisfactory evidence that **Peter Berner-Hays** signed this instrument and, on oath, stated that he was authorized to execute the instrument and acknowledged it as the **Head of School** of **The Little School, a nonprofit corporation** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 7th day of March, 2018.

(SEAL)



Philip Nielsen
Signature of Notary Public
Philip Nielsen
Print or Stamp name of Notary

NOTARY PUBLIC in and for the State of Washington,
Residing at Bellevue WA
My appointment expires: 06/01/2021

EXHIBIT A

PEDESTRIAN ACCESS EASEMENT

NE 28TH STREET

Tax Parcel Numbers: 2125059019 & 1242700002

That portion of Maple Avenue noted in the Plat of Burke & Farrar's Kirkland Addition to the City of Seattle, Division No. 23 as recorded in Volume 21 of Plats, Page 46, Records of King County, Washington within the Southwest Quarter of the Southwest Quarter of Section 21, Township 25 North, Range 05 East, W.M. described as follows:

Commencing at the South 1/16 Corner on the West line of said Southwest Quarter;

Thence S88°15'54"E along the North line of said Southwest Quarter 30' +/- to the Easterly Right of Way of 116th Avenue Northeast;

Thence S01°23'11"W along said Easterly Right of Way 30.00 feet to the Northwest Corner of the School Tract of said Burke & Farrar's Plat and the True Point of Beginning;

Thence S88°15'54"E along the Southerly Right of Way of NE 28th Street (Maple Avenue) a distance of 949.74 feet to the Northeast corner of Tract "A" as shown in City of Bellevue Boundary Line Adjustment No. 02-145503LW, as recorded in Volume 160, Pages 254-256, Records of King County Washington;

Thence N26°15'38"E on an extension of the Easterly line of said Tract "A" a distance of 10.99 feet;

Thence N88°15'54"W a distance of 954.37 feet to the Easterly Right of Way of 116th Avenue Northeast;

Thence S01°23'11"W along said Easterly Right of Way 10.00 feet to the True Point of Beginning.

Containing 9,521 square feet.

NE 28th ST Vacation.docx
SLB/02-21-2018



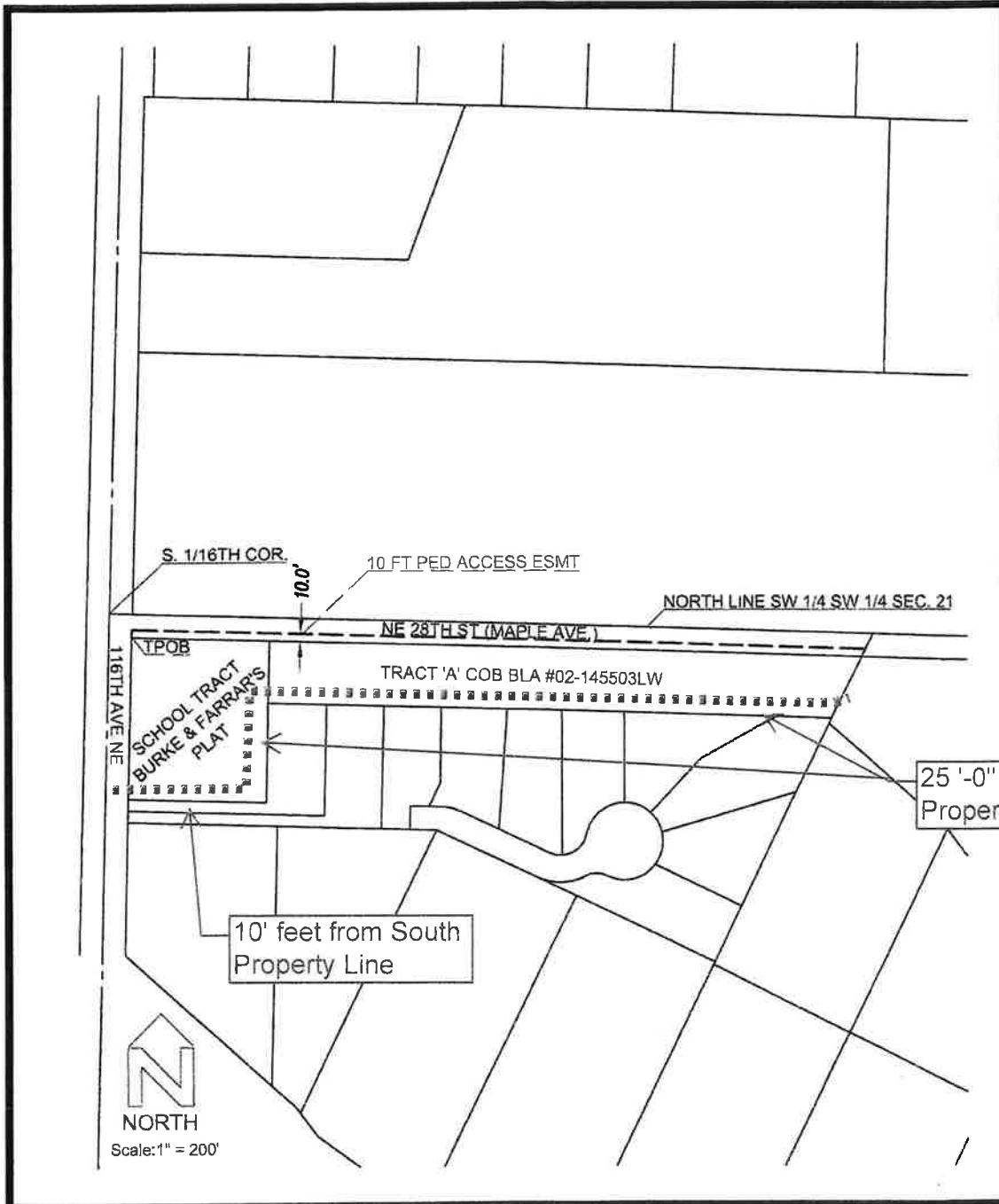


EXHIBIT MAP

NE 28TH ST PEDESTRIAN ACCESS EASEMENT

SW 1/4 SEC. 21, T.25 N., R.5 E., W.M.

King County, Washington



City of
Bellevue

Civic Services Department