

<p>Filed for record at the request of: CITY OF BELLEVUE Attn: Natasha Platin Real Property Division P.O. Box 90012 Bellevue, WA 98009-9012</p>

CR# _____ Date _____ Loc _____

NON-MOTORIZED PUBLIC ACCESS EASEMENT

Grantor: The Little School, a Washington nonprofit corporation

Grantee: City of Bellevue, a Washington municipal corporation

Abbreviated Legal: LOT A BELLEVUE BLA#18-120082 LW Rec #20191002900005 SD BLA BEING POR LOTS 2-3-4 BLK 70 BURKE-FARRARS KIRKLAND DIV#23 TGW VAC RD & PROP ADJ

Additional Legal on Page: Exhibit A

Assessors Tax Parcel ID#: 212405-9046

IN THE MATTER OF: The Little School Pedestrian Access COB #7644

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 **10,647** 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 negligent 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 negligent 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 _____ day of _____, 2020.

GRANTOR: The Little School, a Washington non-profit corporation

Signed: _____

Printed: Julie Jensen Kalmus

Signed: _____

Printed: _____

Accepted and Approved:

CITY OF BELLEVUE

Approved as to Form:

By: _____

Toni Call
Finance & Asset Management Director

By: _____

Monica Buck
Assistant City Attorney

STATE OF WASHINGTON
COUNTY OF KING

This record was acknowledged before me on _____ by
_____Julie Jensen Kalmus_____.

Notary Public in and for the State of Washington
My appointment expires

EXHIBIT "A"

LEGAL DESCRIPTION OF PEDESTRIAN EASEMENT AREA:

THAT PORTION OF LOT "A" BELLEVUE BLA #18-120082 LW, RECORDED UNDER RECORDING NUMBER 20191002900005, RECORDS OF KING COUNTY, STATE OF WASHINGTON BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

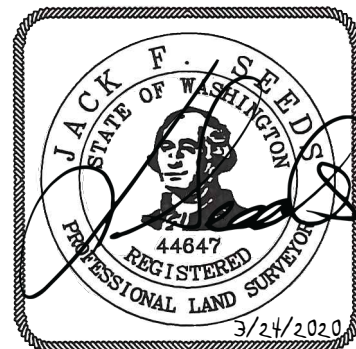
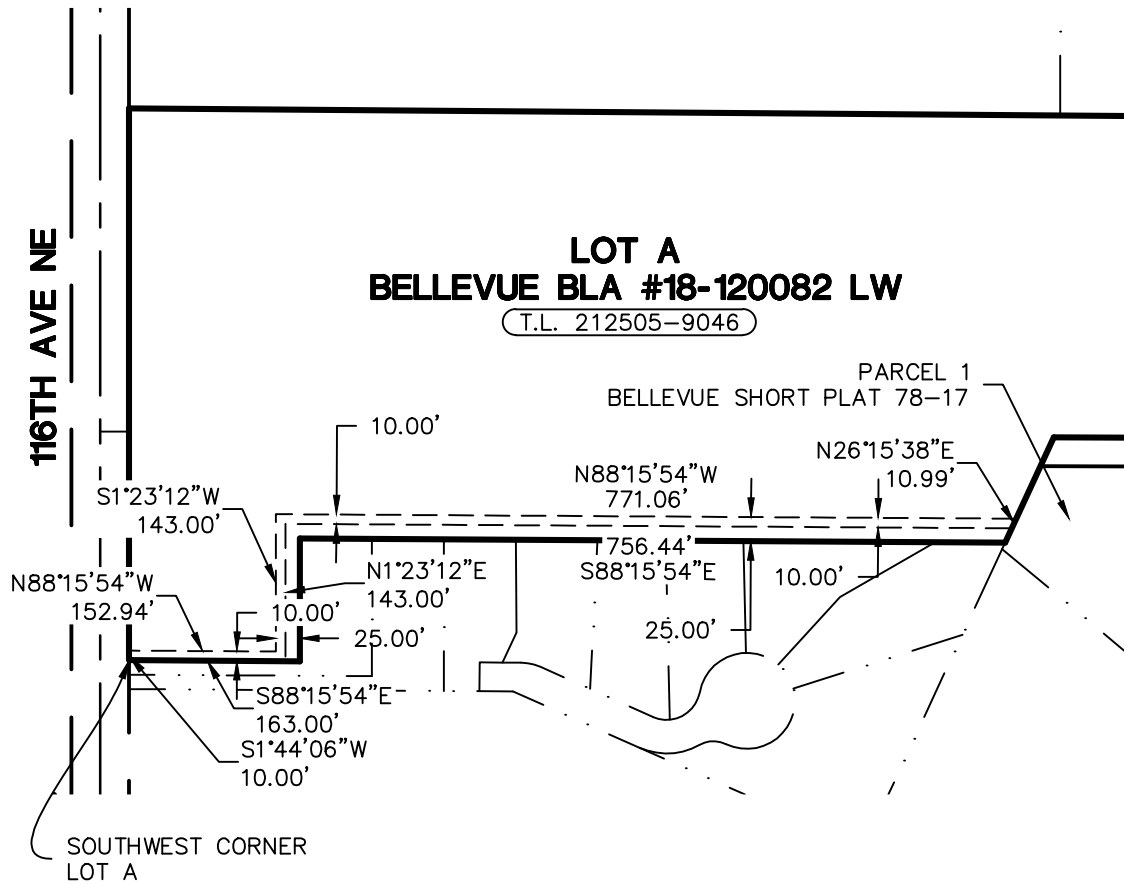
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT "A", THENCE ALONG THE SOUTH LINE OF SAID LOT "A", S88°15'54"E, 163.00 FEET;
THENCE LEAVING SAID SOUTH LINE, N01°23'12"E, 143.00 FEET;
THENCE S88°15'54"E, 756.44 FEET TO THE WEST LINE OF PARCEL 1, BELLEVUE SHORT PLAT 78-17;
THENCE ALONG SAID WEST LINE, N26°15'38"E, 10.99 FEET;
THENCE LEAVING SAID WEST LINE, N88°15'54"W, 771.06 FEET;
THENCE S01°23'12"W, 143.00 FEET;
THENCE N88°15'54"W, 152.94 FEET TO THE WEST LINE OF SAID LOT "A";
THENCE ALONG SAID WEST LINE, S01°44'06"W, 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,647 SQFT MORE OR LESS

DJD
4/24/20



EXHIBIT "B"



11255 Kirkland Way, Suite 300
 Kirkland, WA 98033
 p. 425.827.2014 | f. 425.827.5043

Civil | Structural | Planning | Survey
 paceengrs.com



1"=200'

SCALE: 1"=200' FILE: TL 212505-9046 PED-ESMT DATE: 03/23/2020 JFS PROJ. NO.: 17485