

AGREEMENT

(for lot line adjustment and termination of easements)

AGREEMENT (this “Agreement”), dated as of April __, 2024, by and between ISSAQUAH SCHOOL DISTRICT 411, a Washington municipal corporation (“**District**”), and KBHPNW LLC, a Delaware limited liability company (“**KB Home**”).

RECITALS

The following facts and circumstances form the background of this Agreement:

A. The District owns the real property at 5150 220th Ave. SE, Issaquah Washington 98029, a legal description of which is attached to this Agreement as **Exhibit A (“District Property”)**. The District Property is sometimes known as “Lot 2.” The District uses the District Property and the office building improvements on the District Property for its administrative center.

B. KB Home is the Buyer under a Purchase and Sale Agreement dated as of January 11, 2024 with RU SE 51st Street Issaquah, WA, LLC, as Seller (“**KB Home PSA**”), for the real property at 22011 SE 51st Street, Issaquah Washington 98029, a legal description of which is attached to this Agreement as **Exhibit B (“KB Home Property”)**. The KB Home Property is adjacent and to the north of the District Property and is sometimes known as “Lot 1.” Subject to the conditions in the KB Home PSA, KB Home intends to close on the KB Home Property and develop and construct on the KB Home Property a residential community presently contemplated to include 74 townhomes, more or less, and related amenities and facilities.

C. Under an Agreement Concerning the Operation, Maintenance, and Repair of Common Area Planters, Irrigation Systems, and Sidewalks recorded in King County under No. 9302041730 (“**Right of Way Agreement**”), the District, the current owner of the KB Home Property, and the owners of the parcels commonly known as Tax Parcel 2124069132 (across SE 51st Street to the north of Lot 1), and Tax Parcel 21240609067 (across 220th Ave. SE to the west of Lots 1 and 2) (collectively, “**Frontage Parcels**”) have the obligation to share equally the costs of maintenance and repair of common area planters, irrigation systems, and sidewalks located in the public rights of way of SE 51st Street and 220th Ave. SE fronting any of the subject properties which, at the time of the Right of Way Agreement, were in common beneficial ownership by affiliated parties.

D. Under a Restated Access and Parking Agreement recorded in King County under No. 20180313001029 (“**2018 Access and Parking Agreement**,” which replaced the instrument recorded under No. 8912190489, which replaced the instrument recorded under No. 8912051010), the District Property and KB Home Property are subject to and benefitted by reciprocal parking and access easements.

E. Pursuant to an Easement Agreement recorded in King County under No. 8912190490 (“**1989 Generator and Storm Drainage Agreement**”), the current owner of the KB Home Property and its predecessors have had an easement (“**Generator Easement**”) for access to and the use and maintenance

of a building (“**Generator Building**”) straddling the eastern end of the common boundary between the District Property and KB Home Property (“**Common Boundary Line**”), in which a backup generator and utility lines and related facilities are located (“**Generator Building Facilities**”). Since the recording of the 1989 Generator and Storm Drainage Agreement, use of the Generator Building and Generator Building Facilities has been shared with the District and its predecessors as owner of the District Property. In addition, pursuant to (i) the 1989 Generator and Storm Drainage Agreement, and (ii) a Private Drainage Easement recorded in King County under No. 9105281354 (collectively, “**Existing Storm Drainage Easements**”), the current owner of the KB Home Property and its predecessors have shared the use of a storm drainage pond and related storm drainage facilities on Lots 1 and 2.

F. The District and its predecessors also have come upon the KB Home Property for ingress and egress to and from the phone room in the existing improvements on the KB Home Property that, among other things, serves the District Property. No recorded instruments governing the District’s (and its predecessors’) ingress and egress to and from and use of the phone room, the equipment therein, and the associated telecommunications lines serving the District Property (collectively, “**District Telecom Arrangements**”), have been identified by the parties.

G. The District and its predecessors and the current owner of the KB Home Property and its predecessors also have shared the use of various other facilities and equipment located on the properties, identified with more particularity in Section 4 of this Agreement. These shared use practices and arrangements, together with the Right-of-Way Agreement, 2018 Access and Parking Agreement, 1989 Generator and Storm Drainage Facilities Easement, and District Telecom Arrangements, are collectively referred to in this Agreement as the “**Subject Arrangements.**”

H. The District and KB Home both believe that their use and enjoyment of their respective Properties would be enhanced and improved if they modify and/or terminate the Subject Arrangements to achieve greater self-sufficiency for each Property. Accordingly, the Parties desire to enter into this Agreement to provide for that modification and/or termination, for the adjustment of the Common Boundary Line, and various related matters, all subject to the condition that KB Home closes on its acquisition of the KB Home Property.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual undertakings and promises contained herein, and the benefits to be realized by each Party by the transaction described hereunder, the Parties agree as follows:

1. **Lot Line Adjustment.** After the closing of the acquisition by KB Home of the KB Home Property (“**KB Home Closing**”), the parties will finalize a lot line adjustment of the Common Boundary Line, in which the Common Boundary Line will move to the north, as depicted on **Exhibit C (“LLA”)**.

(a) The effect of the LLA will be that:

(i) the access way on the KB Home Property adjacent to the Common Boundary Line, which is one of the easements referred to in the 2018 Access and Parking Agreement as the "Lot 2 Access Easement" will become part of the District Property. The access way will be subject to a non-exclusive easement over and across the access way for the benefit of KB Home, for the sole purpose of ingress and egress to and from the KB Home Property by emergency vehicles, via a locked gate in the fence to be constructed by KB Home under Section 5. This easement will be executed and recorded immediately after recordation of the LLA Deed, in the form attached to this Agreement as **Exhibit D ("Emergency Vehicle Easement")**. The form of the Emergency Vehicle Easement shall be subject to change to accommodate the requirements of the fire district and/or City of Issaquah, provided that the District shall have no obligation to dedicate additional property to the easement area, pay for any improvements to the easement area, or agree to any restrictions on its current use of the easement area, it being agreed that the District's use of the easement area under the Emergency Vehicle Easement shall only be restricted when the easement area is in use by emergency vehicles for ingress and egress to Lot 1; and

(ii) the Generator Building will be located entirely on the District Property.

(b) Promptly after the KB Home Closing, KB Home will process an application for the LLA with the City of Issaquah ("**City**"). Before filing the LLA application with the City, KB Home will deliver it to the District for its approval, which shall not be unreasonably withheld, conditioned or delayed provided it is consistent with this Agreement. The cost of LLA processing shall be borne by KB Home. The District shall use diligent efforts to cooperate with KB Home in connection with processing of the LLA, including without limitation executing applications and other submissions to the City, but in no case shall the District be required to defend or otherwise support a defense of any challenge to the LLA.

(c) Before the KB Home Closing, KB Home may determine in its reasonable discretion that all conditions precedent to the KB Home Closing are fulfilled or will be fulfilled, in which event it may commence preparation, filing, and processing of the LLA. Notwithstanding the foregoing, KB Home shall ensure that the LLA shall not be approved nor binding on either the KB Home Property or the District Property before the KB Home Closing, without the prior written consent of the District and the current owner of the KB Home Property.

(d) Promptly following approval of the LLA by the City, but in no event before the KB Home Closing, unless the District and the current owner of the KB Home Property agree pursuant to subsection 1(c) above to a pre-closing LLA approval, KB Home shall execute, deliver and record a statutory bargain and sale deed ("**LLA Deed**") confirming the LLA and conveying to the District the portion of the KB Home Property that has become part of the District Property via the LLA ("**LLA Parcel**"). The LLA Deed shall be subject to such existing easements and encumbrances to which the LLA Parcel is subject, other than any deeds of trust, mortgages mechanics liens, judgment liens, tax liens, or similar monetary exceptions, liens or encumbrances (not including such of the same as are common to the KB Home Property and the District Property, or general to the vicinity) or any other exceptions that would cause title to the LLA Parcel to be unmarketable as determined in the reasonable discretion of the District. KB Home shall bear the cost of recording of the LLA Deed. The District shall have the right, by written notice to KB Home prior to approval

of the LLA, to obtain a commitment for a policy of title insurance on the LLA Parcel, to be issued in connection with the recording of the LLA Deed, insuring the District's fee simple title to the LLA Parcel as provided in this Section 1(d). The District shall be responsible for the premium and all other costs of the title insurance. KB Home will cooperate at the District's request with procurement of the title policy, including execution of the title company's standard owner's affidavit if the District elects to obtain extended coverage, but pertaining only to KB Home's period of ownership and based on the actual knowledge of KB Home otherwise.

2. **Termination of Easements; New Easement.** At the times set forth below the District and KB Home shall execute the following instruments for recording:

(a) Termination of Easements, to be executed and recorded immediately following the execution and recording by KB Home of the LLA Deed, in the form attached to this Agreement as **Exhibit E-1 ("Access and Parking Easement Termination")**, terminating and relinquishing all rights under the 2018 Access and Parking Agreement and all easements established by that Agreement.

(b) Termination of Easements, to be executed and recorded once the storm water drainage and management systems for KB Home's residential community and the required modifications, if any, of the storm management system on the either the KB Home Property or District Property pursuant to Section 2(c) below have been fully constructed and are operational, as verified by the District in its reasonable discretion, in the form attached to this Agreement as **Exhibit E-2 ("Generator and Storm Drainage Easements Termination")**, terminating and relinquishing all rights under the 1989 Generator and Storm Drainage Facilities Agreement, Generator Easement, and Existing Storm Drainage Easements. Until the recording of the Termination of Easements under this subsection 2(b), KB Home may use the drainage pond and related storm water lines and facilities on the District Property as before. In addition, from and after the recording of the LLA Deed, KB Home shall permanently cease entering upon or using the Generator Building and Generator Building Facilities.

(c) Storm Drainage Easement, to be executed and recorded immediately following the Termination of Easements referred to in Section 2(b), in the form attached to this Agreement as **Exhibit F ("New Storm Drainage Easement")**. The new Storm Drainage Easement will replace the Existing Storm Drainage Easements (reflecting in part that KB Home will no longer need to share use of the storm drainage system on Lot 2). Under and in connection with the modifications contemplated in Section 2(b) and the New Storm Drainage Easement:

(i) KB Home shall carry out and pay the entire cost of any modifications or repair of the storm drainage system, whether on Lot 1 or Lot 2 (and any related maintenance work then required), that are required in connection with the City of Issaquah's approval of development and construction of KB Home's new residential community and/or any other applicable regulatory authority (it is anticipated currently that any such required modifications will be minor, and will occur only on Lot 1 but the development process will define the modifications). KB Home shall carry out any such modifications in compliance with all applicable regulatory and permitting requirements and pursuant to

the 1989 Generator and Storm Drainage Agreement. In addition, KB Home will pay or reimburse the District for the cost of any increased ongoing maintenance, monitoring, or testing related to the storm drainage system required by the City or any other applicable regulatory authority in connection with approval of development and construction of KB Home's new residential community, to the extent those costs are reasonably attributable to those City or regulatory requirements. KB Home shall make the payment or reimbursement from time to time, within 30 days after receipt of a written request from the District that identifies the requested costs then being incurred in reasonable detail.

(ii) KB Home shall grant a perpetual easement to the District over and across the storm drainage system on Lot 1 for shared use by the District and KB Home (and for maintenance by the District, if KB Home does not maintain the system on Lot 1);

(ii) Once any modifications of the storm drainage system are accepted by the City and the system is operational on both Lot 1 and Lot 2, KB Home shall be responsible at its cost for ongoing maintenance of the system on Lot 1, and the District shall be responsible at its cost for ongoing maintenance the system on Lot 2. For this purpose, any pipes or other portions of the system that straddle the Common Boundary Line shall be deemed to be on Lot 1. KB Home shall have the license and right of entry to enter Lot 2 to perform such maintenance of those boundary-straddling components of the system on Lot 2. KB Home shall give at least two (2) business days advance notice to the District of such entry onto Lot 2 and such entry shall be entirely at the risk and expense of KB Home.

(iv) KB Home and the District shall each be responsible for assuring that storm runoff from Lot 1 (in the case of KB Home) or Lot 2 (in the case of the District), into the storm drainage system meets water quality standards required to be maintained for the storm drainage system by applicable law and industry best practices, and for any costs, expenses, fines, or damages incurred as a result of the failure to do so.

3. **Termination of Right-of-Way Agreement.** It is understood that some or all Frontage Parcels may have established independent irrigation system meters, and that other sharing of obligations under the Right-of-Way Agreement may no longer be in effect. Following Closing, and as part of obtaining entitlements and approval of its plans for its residential community on Lot 1, KB Home shall arrange at its cost for the owners of the Frontage Parcels to terminate the Right-of-Way Agreement (to the extent that it has not already terminated, whether in writing, by disuse, or otherwise), and the City's approval of that termination. To the extent that a termination or modification reflecting the re-assumption of the subject obligations by the owners of all Frontage Properties of the Right-of-Way Agreement is necessary, the District shall not unreasonably withhold its approval of the modification or replacement agreement proposed by KB Home for the same, and shall execute and deliver the approved modification or agreement within ten days after KB Home's request. After that termination or modification of the Right-of-Way Agreement, KB Home, as part of its land development activities, shall cap the irrigation line near the Common Boundary Line, if and as necessary to enable the District to assume responsibility for the irrigation line in the District Property frontage. In the event agreement of the owners of all Frontage Parcels or the approval of the City cannot reasonably be obtained, the District

and KB Home will use commercially reasonable efforts to agree on a fair and equitable alternative arrangement for separation of each other's obligations under the Right-of-Way Agreement.

4. Disposition of Other Subject Arrangements. The District and KB Home also agree on the following terminations and/or other actions as to other Subject Arrangements between the parties or between the KB Home Property and the District Property:

(a) the District consents to the removal by KB Home, during its demolition of the existing improvements on the KB Home Property, of the phone room, all District equipment in the phone room and all of the District's lines from and to the phone room, to the extent located on the KB Home Property, and, with the removal of such items by KB Home, all of the District Telecom Arrangements shall terminate. KB Home will give the District at least 10 business days' notice of the commencement of its demolition activities, during which time the District may remove any of its equipment in the phone room. Until the commencement of demolition, the District Telecom Arrangements shall continue as before.

(b) From and after the recording of the LLA Deed, KB Home shall relinquish any further right to use the trash enclosure on the District Parcel.

(c) In connection with demolition by KB Home of the improvements on the KB Home Property, KB Home and the District shall cooperate and work together to disconnect any common irrigation lines (other than those that are the subject of the Right-of-Way Agreement) or electrical lines for parking lot lighting and to establish independent irrigation lines and electrical lines for their respective properties.

5. Fence; Temporary Parking License. As part of and during the development of its residential community on the KB Home Property, KB Home shall at its expense construct a fence 1.5 feet north of the Common Boundary Line, as adjusted by the LLA. The fence will be , generally consistent with KB Home's then-standard community perimeter fence.

In addition, KB Home shall have a temporary license, at no additional cost to KB Home, over a portion of the northeast corner of the District Property to be determined by the District in cooperation with KB Home, but anticipated to include approximately 50 parking spaces for passenger vehicles for parking by land development and construction personnel engaged in the development and construction of KB Home's residential community. The license shall not be for delivery or storage of material or equipment, and the District Property shall not be used for the main or secondary construction access, other than by personnel using the parking area for parking. The license shall be subject to such commercially reasonable terms and conditions as are agreed upon by the District and KB Home including, without limitation and at a minimum, KB Home agreeing to (1) the District's standard insurance provisions; (2) indemnify the District from and against and all claims, losses, allegations, or injuries, whether to property or person, resulting from the licensed use excepting negligence of the District; and (3) restore any portion of the District's property damaged by the licensed use.

6. **Recording.** This Agreement shall not be recorded. At the request of either of them, KB Home and the District shall execute and record against both properties (or only against the District Property if the consent of the current owner of the KB Home Property is not obtained despite the reasonable efforts of KB Home), a Memorandum of this Agreement in the form attached to this Agreement as **Exhibit F (“Memorandum”)**.

7. **KB Home Entitlements and Permits.** With regard only to the subject matter of this Agreement and not as to any other aspect of the KB Home plans, whether current or as evolved in the future, to develop the KB Home Property, the District shall take no action in opposition to KB Home’s efforts to obtain preliminary and final subdivision approval, civil plans and engineering approval, land development permits and approvals, or building permits for vertical construction on the KB Home Property, except this covenant shall not apply to any extent that any of the foregoing is inconsistent with or a breach of this Agreement.

8. **Termination If No KB Home Closing.** Unless KB Home and the District agree otherwise, this Agreement shall terminate in the event KB Home does not deliver its Feasibility Removal Notice under the KB Home PSA or otherwise determines not to go forward with the KB Home Closing. In the event of termination under this Section, KB Home and the District shall execute and acknowledge a termination of the Memorandum for recording. KB Home shall have no obligation to the District to deliver its Feasibility Removal Notice under the KB Home PSA, nor, if it delivers its Feasibility Removal Notice, to proceed to Closing.

9. **Notices.** Any demand, request, or notice that the District or KB Home makes to the other shall be in writing and delivered by electronic mail transmission, personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, addressed to the party using the addresses listed for such party below or to such other address and person as either party may communicate to the other by like written notice. Any notice or communication shall be deemed to have been given and received on the earliest of the following: (i) on the date of transmission, if delivered by electronic mail transmission, on or before 5:00 p.m. Seattle time on a business day; (ii) on the next business day after transmission, if delivered by electronic mail transmission after 5:00 p.m., Pacific Time, or on a Saturday, Sunday or Washington state holiday; (iii) on the date of delivery (or the first business day after delivery if delivered on a Saturday, Sunday or Washington state holiday), if hand delivered or sent by overnight courier; or (iv) 5 business days after the date of mailing, if sent by registered or certified mail, return receipt requested, postage prepaid. Notices given by legal counsel for any party shall constitute notice from that party.

If to the District: Issaquah School District 411
5150 220th Ave. SE
Issaquah Washington 98029
Attn: Tom Mullins, Director of Capital Projects
(425) 864-2059 Phone
Email: MullinsT@issaquah.wednet.edu

With a copy to: Pacifica Law Group
1191 2d Avenue, Suite 2000
Seattle WA 98101
Attn: Denise Stiffarm
(206) 602-1203 Phone
Email: denise.stiffarm@pacificallawgroup.com

If to KB Home: KB Home/KBHPNW LLC
320 120th Avenue NE, Suite 202
Bellevue, WA 98005
Attn: Pete Nichols, VP, Land Acquisition
(206) 271-0241 Phone
email: pfnichols@kbhome.com

With copies to: KB Home
5795 Badura Avenue #180
Las Vegas, NV 89118
Attn: Tony Gordon and Marie Vozikis
(702) 266-8422; (702) 266 8412 Phone
email: acgordon@kbhome.com; mvozikis@kbhome.com

and

FKSDO
901 5th Avenue #4000
Seattle WA 98164
Attn: Bob Fikso
(206) 619-2030 Phone
Email: bob@fksdo.com

10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of KB Home and the District, and their respective successors and assigns (including without limitation, as to KB Home, the homeowners association for KB Home's community).

11. **Attorneys' Fees.** KB Home and the District shall each bear their own attorneys' fees in connection with the negotiation and performance of this Agreement. In the event of any litigation, arbitration, or other proceeding arising out of or brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs of suit or arbitration.

12. **Authority.** KB Home and the District each represent and warrant to the other that (a) it has all necessary power and authority under its charter to execute and deliver this Agreement and to perform the transactions contemplated by this Agreement, without the necessity of obtaining the consent or approval of any board, committee, or other body or person (except such consent or approval as may already have been obtained), (b) that the person signing this Agreement on its behalf has been duly authorized to do so, and (c) this Agreement is a valid and binding agreement enforceable against it in accordance with its terms, subject, as to enforcement, to bankruptcy and insolvency laws, and to equitable principles affecting creditors rights.

13. **Further Acts.** KB Home and the District shall each execute such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

14. **Governing Law.** This Agreement is issued under and governed by the laws of the State of Washington, which control in any dispute that arises hereunder. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

15. **Execution in Counterparts.** This Agreement may be contemporaneously executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

EXECUTED as of the date first written above.

ISSAQUAH SCHOOL DISTRICT 411

By _____

Name _____

Title _____

KBHPNW LLC

By _____

Name _____

Title _____

Exhibits

- A Legal Description of District Property
- B Legal Description of KB Home Property
- C Depiction of Lot Line Adjustment

- D Form of Emergency Vehicle Easement
- E-1 Form of Access and Parking Easement Termination
- E-2 Form of Generator and Storm Drainage Easements Termination
- F Form of New Storm Drainage Easement
- G Form of Memorandum

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of Issaquah School District 411, a municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2024.

(print or type name)
NOTARY PUBLIC in and for the State of Washington,
residing at
My Commission expires:

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Peter F. Nichols is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Vice President of Land Acquisition of KBHPNW LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 2024.

(print or type name)
NOTARY PUBLIC in and for the State of Washington,
residing at
My Commission expires:

**EXHIBIT A
OF AGREEMENT**

(for lot line adjustment and termination of easements)

LEGAL DESCRIPTION OF DISTRICT PROPERTY

Lot 2, King County Short Plat No. 1288032, according to the Short Plat Recorded November 8, 1989 under Recording No. 8911080548, in King County, Washington.

**EXHIBIT B
OF AGREEMENT**

(for lot line adjustment and termination of easements)

LEGAL DESCRIPTION OF KB HOME PROPERTY

Lot 1, King County Short Plat No. 1288032, according to the Short Plat Recorded November 8, 1989 under Recording No. 8911080548, in King County, Washington.

EXHIBIT C

OF AGREEMENT

(for lot line adjustment and termination of easements)

DEPICTION OF LOT LINE ADJUSTMENT

[See attached]



SITE INFORMATION

JURISDICTION: ISSAQUAH
 PARCEL NUMBERS: 2124069003
 GROSS SITE AREA: 4.88 ACRES
 EXISTING ZONING: MU-CI
 SHOWN DENSITY: ~18 DU / AC
 PARKING: 148 GARAGE STALLS PROVIDED AT 2 PER UNIT

AMENITY SPACE CALCULATIONS

PER TABLE 18.036.05(2)
 REQUIRED COMMON OUTDOOR AMENITY SPACE: 7,400 SF = 74 UNITS X 100 SF/UNIT
 REQUIRED PRIVATE OUTDOOR AMENITY SPACE: 3,582 SF = 74 UNITS X 48 SF/UNIT
 REQUIRED ADDITIONAL COMMON AMENITY AREA REQUIRED: 400 SF



FEASIBILITY STUDY

PARK PLACE

NOTES

- THIS PLAN IS A CONCEPT. IT WAS CREATED USING ASSUMPTIONS BASED FROM MUNICIPAL/ZONING CODE.
- THERE HAS BEEN NO TITLE RESEARCH.
- THERE HAS BEEN NO SURVEY WORK DONE FOR THE SITE.

DATE	APR 8, 2024
DRAWN BY	SP
CHECKED BY	SP
SCALE	AS SHOWN

Data Note: Topography and parcel data shown herein was derived from Lidar data and shape files provided by dnr and/or appropriate jurisdictions GIS Department. It is a representation of the ground topography and lot configurations only and shall only be used for planning purposes. Core Design, Inc. does not warrant the information and recommends field topography be collected for design purposes. If shown, 40% slopes were derived from this Lidar contour mapping and are not specific to any jurisdictions regulations.
 4/8/2024 11:11 AM: PLANNING NO JOB NUMBER YET V8 HOME/ISSAQUAH DE ELST PLANNING SITE PLAN 17 SOUTH.DWG

EXHIBIT D
OF AGREEMENT
(for lot line adjustment and termination of easements)

FORM OF EMERGENCY VEHICLE EASEMENT

[see attached]

After Recording Return To:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Ave Suite 4000
Seattle, Washington 98164
Attn: Michael Notestine

Document Title:	Easement for Ingress and Egress and Agreement
Grantor:	Issaquah School District 411
Grantee:	KBHPNW LLC
Abbreviated Legal Description of Grantor Property:	Lot 2, King County Short Plat No. 1288032 Complete legal description on Exhibit B
Abbreviated Legal Description of Grantee Property:	Lot 1, King County Short Plat No. 1288032 Complete legal description on Exhibit A
Assessor's Tax Parcel ID# of Grantor Property:	2124069131
Assessor's Tax Parcel ID# of Grantee Property:	2124069003

**EASEMENT FOR INGRESS AND EGRESS
AND AGREEMENT**

EASEMENT FOR INGRESS AND EGRESS AND AGREEMENT (this "**Agreement**") dated as of _____, 202__, by and between ISSAQUAH SCHOOL DISTRICT 411, a Washington municipal corporation ("**Grantor**"), and KBHPNW LLC, a Delaware limited liability company ("**Grantee**").

RECITALS

A. Grantor owns the real property commonly known as 5150 220th Ave. SE, Issaquah Washington 98029, a legal description of which is attached to this Agreement as **Exhibit A ("Grantor Property")**.

B. Grantee owns the real property commonly known as 22011 SE 51st Street, Issaquah Washington 98029, a legal description of which is attached to this Agreement as **Exhibit B ("Grantee Property")**.

C. Grantor desires to grant Grantee a nonexclusive easement over and across a drive lane from and to 220th Ave. SE on the Grantor Property for emergency vehicle ingress and egress for Lot 2.

EASEMENT AND AGREEMENTS

Grantor hereby grants an easement to Grantee, and Grantor and Grantee agree as follows:

1. **Grant of Easement; Purposes.** Grantor hereby grants, conveys and sets over unto Grantee an easement over and across the portion of the District Property legally described on **Exhibit C-1** of this Agreement ("**Easement Area**"), and depicted on **Exhibit C-2 ("Easement")**. The is for the sole purpose of ingress and egress by fire protection and other emergency vehicles from and to 220th Ave. SE and to and from the Grantee Property. Grantee will construct at Grantee's expense a fence on the Grantee Property approximately 1.5 feet north of the Easement Area along its entire length. Ingress and egress to and from Lot 1 by fire protection and other emergency vehicles using the Easement will be via a security gate to be installed by Grantee in that fence.

2. **Non-Exclusivity.** The Easement shall be non-exclusive. Nothing shall prevent the use of the Easement Area by Grantor and its employees, invitees, and licensees for ingress and egress to and from the improvements on the Grantor Property and from and to 220th Ave. SE; provided, however, that no such use shall interfere with the use of the Easement Area for fire protection and other emergency purposes for Lot 1.

3. **As-Is Condition; Maintenance; Fire District Requirements.** Grantee accepts the Easement Area in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition. Except as expressly provided below, Grantor shall have no obligation to develop or otherwise improve the Easement Area nor to dedicate additional property to the Easement Area. Grantor shall, at its sole expense, keep the Easement Area in good repair and free of any parked vehicles or other obstructions or debris and in compliance with all

applicable laws. For clarity, Grantee shall be solely responsible at Grantee's sole expense and risk for (i) maintenance of the fence and security gate described in Section 1; (ii) repairing any damage to the Easement Area caused by Grantee, its employees, invitees, agents, and/or licensees or fire protection or other emergency personnel; and (iii) any improvements or modifications to the Easement Area required to meet all lawful requirements of Eastside Fire and Rescue (and any successor entity providing fire protection and other emergency services to the Grantee Property) for emergency vehicle ingress and egress, provided that no improvement or modification shall restrict or otherwise materially interfere with Grantor's ingress and egress use as set forth in Section 2.

4. **Indemnification.** Grantee shall indemnify and hold harmless Grantor, its officers, officials, employees and agents from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easement or Easement Area by Grantee, its employees, invitees, agents, and/or licensees or fire protection or other emergency personnel, except to the extent any any of the foregoing is caused by or results from the negligence of Grantor, its officers, officials, employees and agents.

5. **Running Covenant; Successors and Assigns.** This Agreement and the Easement touch and concern the Grantor Property and Grantee Property, and is a running covenant to which they are subject. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

Notices. Any notice or report required under this Agreement shall be sent to the party at the address provided below, and shall be delivered by personal delivery, reputable overnight courier, or registered or certified mail, return receipt requested, postage prepaid, unless a party has given written notice to the other party of a different address for notice.

If to the District: Issaquah School District 411
5150 220th Ave. SE
Issaquah Washington 98029
Attn: Tom Mullins, Director of Capital Projects

With a copy to: Pacifica Law Group
1191 2d Avenue, Suite 2000
Seattle WA 98101
Attn: Denise Stiffarm

If to KB Home: KB Home/KBHPNW LLC
320 120th Avenue NE, Suite 202
Bellevue, WA 98005
Attn: Pete Nichols, VP, Land Acquisition

With a copy to: KB Home
5795 Badura Avenue #180
Las Vegas, NV 89118
Attn: Tony Gordon and Marie Vozikis

And FKSDO
901 5th Avenue #4000
Seattle WA 98164
Attn: Bob Fikso

Following completion of the residential community to be developed and constructed on the Grantee Property, the rights and obligations under this Agreement shall be transferred to and be assumed by the homeowners association established for the community. In connection with that transfer and assumption, Grantee shall notify Grantor of the transfer and assumption, and of the new address of Grantee for notices under this Agreement.

6. **Severability.** Any provision or provisions of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof, and the remaining provisions hereof shall nevertheless remain in full force and effect. Each and every provision in this Agreement is severable from the other provisions. If any provision be determined to be in violation of any applicable law or regulation, the same shall be amended to the extent needed to comply therewith (including deletion if necessary), and such violation shall not in any manner affect or invalidate any other provision of this Agreement.

7. **Amendment.** This Agreement may be modified or amended, in whole or in part, only by a written document executed by Grantor and Grantee, and recorded in the Public Records of King County, Washington.

8. **Duration.** This Agreement may be terminated only by mutual written agreement by both Grantor and Grantee. Unless and until this Agreement is terminated as set forth above, this Agreement shall continue to be in full force and effect.

9. **Attorneys' Fees.** In any arbitration, administrative proceeding, or litigation arising out of this Agreement, including but not limited to, when a party institutes a legal action to enforce their rights under this Agreement, or to have a court or arbitrator determine the meaning of a disputed term, the prevailing party shall be entitled to recover reasonable attorneys' fees and legal assistants' fees and costs.

10. **Governing Law.** The validity, interpretation, and effect of this Agreement shall be governed by the law of the State of Washington without reference to the conflicts of law principles of the State. Venue for any proceeding brought hereunder shall be exclusively in King County, Washington.

11. **Recording in Public Records.** This Agreement shall be recorded in the Public Records of King County, Washington.

[Signatures Follow]

EXECUTED as of the date first written above.

GRANTOR:

ISSAQUAH SCHOOL DISTRICT 411

By _____
Name _____
Title _____

GRANTEE:

KBHPNW LLC

By _____
Name _____
Title _____

GRANTOR ACKNOWLEDGMENT:

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it as the _____ of ISSAQUAH SCHOOL DISTRICT 411, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: this _____ day of _____, 202__.

Print Name: _____
Notary Public in and for State of Washington residing at

My commission expires _____

GRANTEE ACKNOWLEDGMENT:

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the _____ of KBHPNW LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: this _____ day of _____, 202__.

Print Name: _____
Notary Public in and for State of Washington residing at

My commission expires _____

**EXHIBIT A
OF EASEMENT AGREEMENT**

LEGAL DESCRIPTION OF GRANTOR PROPERTY

Lot 2, King County Short Plat No. 1288032, according to the Short Plat Recorded November 8, 1989 under Recording No. 8911080548, in King County, Washington

EXHIBIT B
OF TERMINATION OF EASEMENT AGREEMENT
LEGAL DESCRIPTION OF GRANTEE PROPERTY

Lot 1, King County Short Plat No. 1288032, according to the Short Plat Recorded November 8, 1989 under Recording No. 8911080548, in King County, Washington.

**EXHIBIT C-1
OF EASEMENT AGREEMENT
LEGAL DESCRIPTION OF EASEMENT AREA**
[insert legal description from LLA Deed]

**EXHIBIT C-2
OF EASEMENT AGREEMENT
DEPICTION OF EASEMENT AREA**

[see attached]



**EXHIBIT E-1
OF AGREEMENT**

(for lot line adjustment and termination of easements)

FORM OF ACCESS AND PARKING EASEMENT TERMINATION

[see attached]

After Recording Return To:

Fikso Kretschmer Smith Dixon Ormseth
901 Fifth Ave Suite 4000
Seattle, Washington 98164
Attn: Michael Notestine

Document Title:	Termination of Easement Agreement
Grantor:	KBHPNW LLC; Issaquah School District 411
Grantee:	KBHPNW LLC; Issaquah School District 411
Abbreviated Legal Description	Lots 1 and 2, King County Short Plat No. 1288032
	Complete Legal Descriptions are on Exhibits A and B
Assessor's Tax Parcel ID Nos.	212406913; 2124069003
Reference Numbers of Related Documents	8912051010, 8912190489, 20180313001029

TERMINATION OF EASEMENT AGREEMENT

TERMINATION OF EASEMENT AGREEMENT (this "**Termination**") dated as of _____, 202__, by and between KBHPNW LLC, a Delaware limited liability company ("**KB Home**") and Issaquah School District 411, a Washington municipal corporation ("**District**").

RECITALS

A. KB Home and the District are parties to the Restated Access and Parking Agreement recorded in King County under No. 20180313001029 ("**Easement Agreement**") (which replaced the instrument recorded under No. 8912190489, which replaced the instrument recorded under No. 8912051010). Capitalized terms used but not defined in this Termination shall have the same meanings as in the Easement Agreement.

B. KB Home owns the real property at 22011 SE 51st Street, Issaquah Washington 98029, a legal description of which is attached to this Agreement as **Exhibit A** (“**KB Home Property**”) The KB Property is sometimes known as “Lot 1”.

C. The District owns the real property at 5150 220th Ave. SE, Issaquah Washington 98029, a legal description of which is attached to this Agreement as **Exhibit B** (“**District Property**”). The District Property is adjacent and to the south of the KB Home Property and is sometimes known as “Lot 2.”

D. KB Home and the District desire to terminate the Easement Agreement.

TERMINATION

KB Home and the District hereby terminate the Easement Agreement, relinquish all easements and other rights under the Easement Agreement, and release the Easement Agreement from the public records.

This Termination may be executed in two or more counterparts. Each counterpart shall be deemed to be an original, but all counterparts together shall constitute one and the same instrument.

[continued next page]

EXECUTED as of the date first written above.

KBHPNW LLC

[EXHIBIT ONLY—DO NOT SIGN]

By _____

Name _____

Title _____

ISSAQUAH SCHOOL DISTRICT 411

[EXHIBIT ONLY—DO NOT SIGN]

By _____

Name _____

Title _____

STATE OF WASHINGTON)

) ss:

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the _____ of KBHPNW LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: this _____ day of _____, 202__.

Print Name: _____
Notary Public in and for State of Washington residing at

My commission expires _____

STATE OF WASHINGTON)

) ss:

COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it as the _____ of ISSAQUAH SCHOOL DISTRICT 411, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: this _____ day of _____, 202__.

Print Name: _____
Notary Public in and for State of Washington residing at

My commission expires _____

**EXHIBIT A
OF TERMINATION OF EASEMENT AGREEMENT**

LEGAL DESCRIPTION OF KB HOME PROPERTY

Lot 1, King County Short Plat No. 1288032, according to the Short Plat Recorded November 8, 1989 under Recording No. 8911080548, in King County, Washington.

**EXHIBIT B
OF TERMINATION OF EASEMENT AGREEMENT**

LEGAL DESCRIPTION OF DISTRICT PROPERTY

Lot 2, King County Short Plat No. 1288032, according to the Short Plat Recorded November 8, 1989 under Recording No. 8911080548, in King County, Washington.

**EXHIBIT E-2
OF AGREEMENT**

(for lot line adjustment and termination of easements)

FORM OF GENERATOR AND STORM DRAINAGE EASEMENTS TERMINATION

[see attached]

After Recording Return To:

Fikso Kretschmer Smith Dixon Ormseth
901 Fifth Ave Suite 4000
Seattle, Washington 98164
Attn: Michael Notestine

Document Title:	Termination of Easement Agreements
Grantor:	KBHPNW LLC; Issaquah School District 411
Grantee:	KBHPNW LLC; Issaquah School District 411
Abbreviated Legal Description	Lots 1 and 2, King County Short Plat No. 1288032
	Complete Legal Descriptions are on Exhibits A and B
Assessor's Tax Parcel ID Nos.	2124069131; 2124069003
Reference Numbers of Related Documents	8912190490; 9105281354

TERMINATION OF EASEMENT AGREEMENTS

TERMINATION OF EASEMENT AGREEMENTS (this "**Termination**") dated as of _____, 202__, by and between KBHPNW LLC, a Delaware limited liability company ("**KB Home**") and Issaquah School District 411, a Washington municipal corporation ("**District**").

RECITALS

A. KB Home and the District are parties to the Easement Agreement/Sammamish Park Place dated December 15, 1989, recorded under King County Recording Number 8912190490 ("**1989 Easement Agreement**").

B. KB Home and the District are parties to a Private Drainage Easement dated May 28, 1991, recorded under King County Recording Number 9105281354 (together with the 1989 Easement Agreement, the “**Easement Agreements**”).

C. KB Home owns the real property at 22011 SE 51st Street, Issaquah Washington 98029, a legal description of which is attached to this Agreement as **Exhibit A (“KB Home Property”)** the KB Property is sometimes known as “Lot 1”.

D. The District owns the real property at 5150 220th Ave. SE, Issaquah Washington 98029, a legal description of which is attached to this Agreement as **Exhibit B (“District Property”)**. The District Property is adjacent and to the south of the KB Home Property and is sometimes known as “Lot 2.”

E. KB Home and the District desire to terminate the Easement Agreements.

TERMINATION

KB Home and the District hereby terminate the Easement Agreements, relinquish all easements and other rights under the Easement Agreements, and release the Easement Agreements from the public records.

This Termination may be executed in two or more counterparts. Each counterpart shall be deemed to be an original, but all counterparts together shall constitute one and the same instrument.

EXECUTED as of the date first written above.

KBHPNW LLC

By _____
Name _____
Title _____

ISSAQUAH SCHOOL DISTRICT 411

By _____
Name _____
Title _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the _____ of KBHPNW LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: this _____ day of _____, 202__.

Print Name: _____
Notary Public in and for State of Washington residing at

My commission expires _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it as the _____ of ISSAQUAH SCHOOL DISTRICT 411, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: this _____ day of _____, 202__.

Print Name: _____
Notary Public in and for State of Washington residing at

My commission expires _____

**EXHIBIT A
OF TERMINATION OF EASEMENT AGREEMENTS**

LEGAL DESCRIPTION OF KB HOME PROPERTY

Lot 1, King County Short Plat No. 1288032, according to the Short Plat Recorded November 8, 1989 under Recording No. 8911080548, in King County, Washington.

**EXHIBIT B
OF TERMINATION OF EASEMENT AGREEMENTS**

LEGAL DESCRIPTION OF DISTRICT PROPERTY

Lot 2, King County Short Plat No. 1288032, according to the Short Plat Recorded November 8, 1989 under Recording No. 8911080548, in King County, Washington.

EXHIBIT F
OF AGREEMENT
(for lot line adjustment and termination of easements)

FORM OF NEW STORM DRAINAGE EASEMENT

[see attached]

After Recording Return To:

Fikso Kretschmer Smith Dixon Ormseth PS
901 Fifth Ave Suite 4000
Seattle, Washington 98164
Attn: Michael Notestine

Document Title:	Easement and Agreement for Storm Drainage System
Grantor	KBHPNW LLC
Grantee	Issaquah School District 411
Abbreviated Legal Description	Lots 1 and 2, King County Short Plat No. 1288032
	Complete legal description on Exhibits A and B
Assessor's Tax Parcel Nos.	2124069131; 2124069003

EASEMENT AND AGREEMENT FOR STORM DRAINAGE SYSTEM

EASEMENT AND AGREEMENT FOR STORM DRAINAGE SYSTEM (this "**Agreement**") dated as of _____, 202__, by and between KBHPNW LLC, a Delaware limited liability company ("**Grantor**"), and ISSAQUAH SCHOOL DISTRICT 411, a Washington municipal corporation ("**Grantee**").

RECITALS

A. Grantor owns the real property commonly known as 5150 220th Ave. SE, Issaquah Washington 98029, a legal description of which is attached to this Agreement as **Exhibit A ("Lot 1")**.

B. Grantee owns the real property commonly known as 22011 SE 51st Street, Issaquah Washington 98029, a legal description of which is attached to this Agreement as **Exhibit B ("Lot 2"** and together with Lot 1, the "**Lots**").

C. Lot 1 and Lot 2 are served by a storm drainage management system located near the east side of both Lot 1 and Lot 2, involving a pond, various pipes and lines, an outfall to the stream roughly parallel and to the east of both Lots, and other related equipment (collectively, the "**System**"). Their shared use of the System has been in part pursuant to instruments recorded in King County, Washington under nos. 8912190490 and 9105281354 ("**Prior Storm Drainage Easements**").

D. Concurrently with this Agreement, the Prior Storm Drainage Easements are being terminated. Grantor and Grantee desire to enter into this Agreement to establish with greater clarity and comprehensiveness their respective rights and obligations with respect to the System; among other things, following the recordation of this Agreement, only the portion of the System on Lot 1 shall be shared by Grantor and Grantee; the portion of the System on Lot 2 shall be used only by Grantee.

EASEMENT AND AGREEMENTS

Grantor grants an Easement to Grantee, and Grantor and Grantee agree as follows:

1. **Grant of Easement; Purposes.** Grantor hereby grants, conveys, and sets over unto Grantee a permanent easement ("**Easement**") a 20-foot easement for storm drainage conveyance centered on the existing facilities as constructed, extended or relocated as graphically depicted on **Exhibit C** of this Agreement ("**Easement Area**"). The Easement is for the purpose of enabling Grantee to share with Grantor the use of the System to the extent located on Lot 1, for conveyance and management of storm water runoff from Lot 2, and for maintenance and repair by Grantee, as provided in Section 3 of this Agreement. The Easement shall be perpetual until terminated by a termination instrument executed by both Grantor and Grantee, or until ownership and maintenance of the System is assumed by the City of Issaquah or other public entity or utility.

2. **Non-Exclusivity.** The Easement shall be non-exclusive with the use of the Easement Area by Grantor and its employees, invitees, and licensees, and the grantees of other easements to which the Easement Area may be subject; provided, however, that no such other use shall interfere with the use of the Easement Area for the purposes set forth in Section 1.

3. **Maintenance and Repair.** Grantor shall be responsible for ongoing maintenance and repair of the System on Lot 1 on behalf of itself and of Grantee. For this purpose, any pipes or other portions of the System that straddle the boundary line between Lot 1 and Lot 2 shall be deemed to be on Lot 1. Grantor shall have the license and right of entry to enter Lot 2 to perform such maintenance of those boundary-straddling components of the System on Lot 2. Grantor shall give at least two (2) business days advance notice to Grantee of such entry onto Lot 2 and such entry shall be entirely at the risk and expense of Grantor. Grantor shall also be obligated to pay or reimburse Grantee for any maintenance, monitoring, or testing required by the City of Issaquah or any other regulatory authority in connection with approvals related to Grantor's development of a residential community on Lot 1 (the "increased requirements"). (For clarity, Grantee shall be responsible at its sole cost and expense for ongoing maintenance and repair of the System on Lot 2, other than such boundary-straddling components and costs related to the increased requirements). Grantor shall carry out that maintenance and repair at its expense in accordance with all requirements of the City of Issaquah and any other applicable regulatory entity, and best practices under applicable law. Grantor will have the right to transfer its maintenance and repair obligations to the unit owners association for the residential community on Lot 1 ("**Association**") and, upon the assumption by the Association of maintenance and repair obligations and the cost thereof, Grantor shall be relieved of those obligations and costs and such Association shall be deemed a successor and assign pursuant to Section 6 herein. In the event of the failure by Grantor or the Association, as applicable, to maintain and repair the System as required, Grantee shall have the right under this Agreement, after at least ten (10) days notice (except in the case of emergency), to perform the subject maintenance or repair obligations and collect the cost thereof from Grantor or the Association, as the case may be. (For clarity, Grantee shall be responsible at its sole cost and expense for ongoing maintenance and repair of the System on Lot 2, other than such boundary-straddling components and other than costs of the increased requirements). In addition, Grantor hereby grants an easement over and across the Easement Area (together with the right of ingress and egress across Lot 1) to the City of Issaquah to enable the City to inspect the System and to perform maintenance and repair in accordance with City requirements.

4. **[intentionally omitted]**

5. **Water Quality.** Notwithstanding Section 3 and Section 4, Grantor and Grantee shall each be responsible for assuring that storm runoff from Lot 1 (in the case of Grantor) or Lot 2 (in the case of Grantee) into the System meets water quality standards required to be maintained for the System by applicable law and industry best practices, and for any costs, expenses, fines, or damages incurred as a result of the failure to do so. The foregoing includes the cost of any repair made necessary by the failure to meet water quality standards.

6. **Running Covenant; Successors and Assigns.** This Agreement and the Easement touch and concern Lot 1 and Lot 2, and shall run with the land as to Lot 1 and Lot 2. This Agreement shall be binding upon and inure to the benefit of Lot 1 and Lot 2 and their respective successors and assigns.

[SIGNATURES ON NEXT PAGE]

EXECUTED as of the date first written above.

GRANTOR:

KBHPNW LLC

By _____
Name _____
Title _____

GRANTEE:

ISSAQUAH SCHOOL DISTRICT 411

By _____
Name _____
Title _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it as the _____ of KBHPNW LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: this _____ day of _____, 202__.

Print Name: _____
Notary Public in and for State of Washington residing at

My commission expires _____

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument and acknowledged it as the _____ of ISSAQUAH SCHOOL DISTRICT 411, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: this _____ day of _____, 202__.

Print Name: _____
Notary Public in and for State of Washington residing at

My commission expires _____

**EXHIBIT A
OF EASEMENT AGREEMENT**

LEGAL DESCRIPTION OF LOT 1

Lot 1, King County Short Plat No. 1288032, according to the Short Plat Recorded November 8, 1989 under Recording No. 8911080548, in King County, Washington

**EXHIBIT B
OF EASEMENT AGREEMENT**

LEGAL DESCRIPTION OF LOT 2

Lot 2, King County Short Plat No. 1288032, according to the Short Plat Recorded November 8, 1989 under Recording No. 8911080548, in King County, Washington.

**EXHIBIT C
OF EASEMENT AGREEMENT
DEPICTION OF EASEMENT AREA**

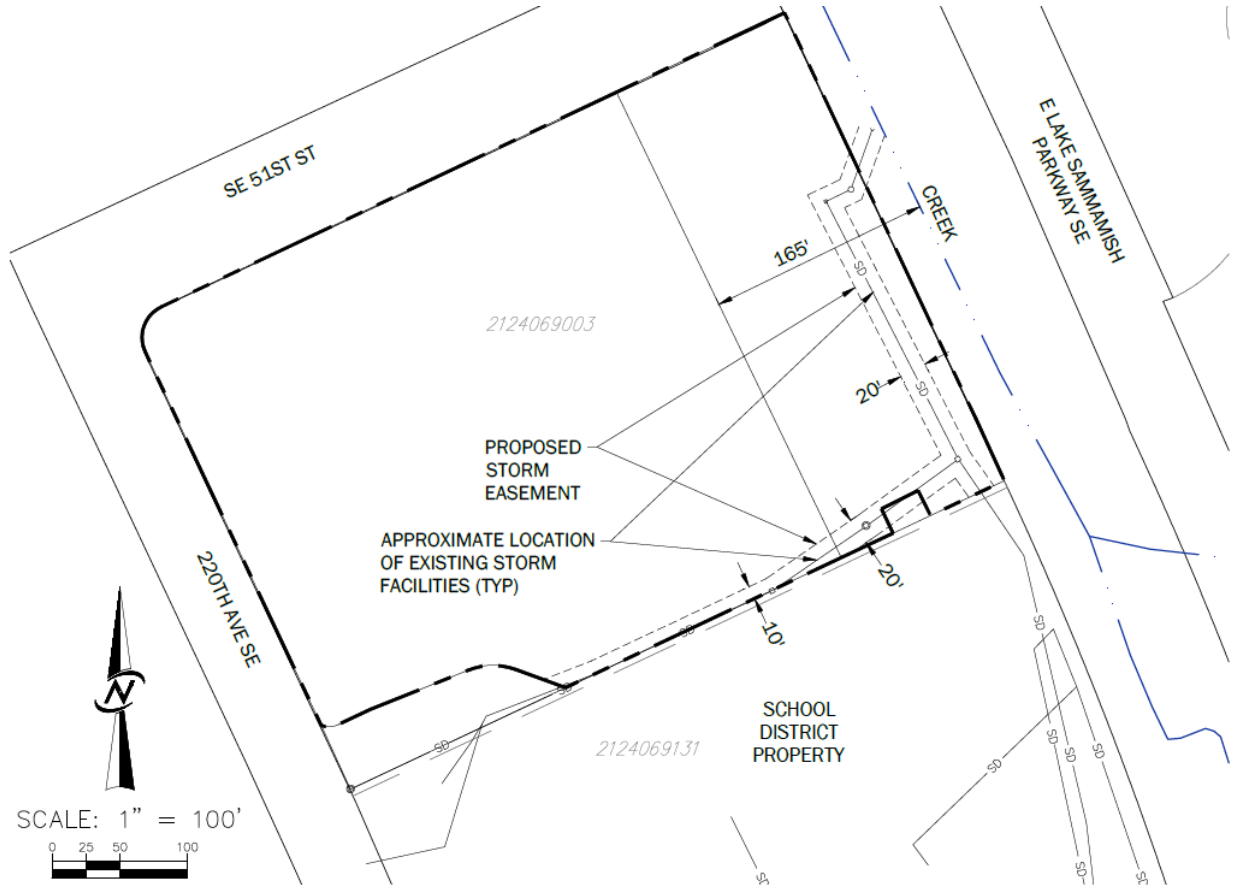


EXHIBIT G
OF AGREEMENT
(for lot line adjustment and termination of easements)

FORM OF MEMORANDUM OF AGREEMENT

[see attached]

FORM OF MEMORANDUM

After Recording Return To:

Fikso Kretschmer Smith Dixon Ormseth
901 Fifth Ave Suite 4000
Seattle, Washington 98164

Document Title: Memorandum of Agreement
Grantor: ISSAQUAH SCHOOL DISTRICT 411; KBHPNW LLC
Grantee: ISSAQUAH SCHOOL DISTRICT 411; KBHPNW LLC
Abbreviated Legal Description of Property: LTs 1 and 2, KC SP NO. 1288032, REC# 8911080548
Complete legal description is on Exhibit A
Assessor's Tax Parcel ID#: 2124069131; 2124069003

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is being executed and recorded solely for the purpose of providing notice of the Agreement dated _____, 202___, by and between ISSAQUAH SCHOOL DISTRICT 411 and KBHPNW LLC ("**Agreement**"). In the Agreement, the parties have agreed, among other things, to (a) terminate certain reciprocal easements and other arrangements benefitting and burdening the parcels known as Lot 1 and Lot 2, and which are legally described on Exhibit A, and (b) adjust the common boundary between those parcels by lot line adjustment, all on the terms more particularly described in the Agreement.

This Memorandum is for the purpose of providing notice of the Agreement and does not amend, modify, supplement or otherwise affect any terms or conditions of the Agreement.

If not sooner terminated by action of the parties, this Memorandum will automatically terminate on the fourth anniversary of the date this Memorandum is recorded.

[SIGNATURE PAGES FOLLOW]

EXECUTED as of _____, 202__.

ISSAQUAH SCHOOL DISTRICT 411

[EXHIBIT ONLY—DO NOT SIGN]

By: _____

Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of Issaquah School District 411, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 202__.

(print or type name)
NOTARY PUBLIC in and for the State of Washington,
residing at
My Commission expires:

KBHPNW LLC

[EXHIBIT ONLY—DO NOT SIGN]

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the _____ of KBHPNW LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 202___.

(print or type name)
NOTARY PUBLIC in and for the State of Washington,
residing at _____
My Commission expires: _____

**EXHIBIT A
TO MEMORANDUM OF AGREEMENT**

Legal Description of Properties

Lots 1 and 2, King County Short Plat No. 1288032, according to the Short Plat Recorded November 8, 1989 under Recording No. 8911080548, in King County, Washington.