

AFTER RECORDING RETURN TO:

Foxhall Community Association  
4629 Foxhall Drive NE  
Olympia, WA 98516

Thurston County Treasurer

Real Estate Excise Tax Paid NONE  
By 6/18/2018 M. M. M. Deputy

<b>DOCUMENT TITLE:</b>	Trail Easement Agreement
<b>GRANTORS:</b>	Jamee Mahoney and Dennese Mahoney, h/w
<b>GRANTEE:</b>	Foxhall Community Association
<b>LEGAL DESCRIPTION:</b>	Ptn. Lot 77 LLS-0161 Foxhall Div 2
<b>ASSESSOR'S PROPERTY TAX PARCEL NOS.</b>	Ptn. 11933114400

### TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT is made this 12 day of JUNE, 2018, between Jamee Mahoney and Dennese Mahoney, husband and wife, hereinafter the "Grantors;" and Foxhall Community Association, hereinafter the "Grantee." The Grantors and the Grantee are the parties to this Trail Easement Agreement.

In consideration of the mutual covenants, the parties hereto agree as follows:

**1. Dominant Estate.** Grantee is a Washington State Nonprofit Association, and is the owner of common property legally described as such in Protective Covenants recorded under Thurston County Auditor's file numbers 8111170091; 8210266083; 8510080007; and 8709030122. These common areas are the Dominant Estate. In addition, Grantee is a Washington State Homeowners Association and as such is the representative for all members owning lots as specified in said Protective Covenants, and these lots are also part of the Dominant Estate. This is the land that is benefitted by this Trail Easement.

**2. Servient Estate.** Grantors are the owners of the following described real estate, situated in the County of Thurston, State of Washington, hereinafter the



"Servient Estate." This is the land that is primarily burdened by this Trail Easement:

Lot 77 of Large Lot Subdivision No. LLS-0161, as recorded October 26, 1982 under Auditor's File No. 8210260083, commonly known as Foxhall, Division Two.

**3. Grant of Trail Easement.** For and in consideration of Ten Dollars (\$10.00), in hand paid, the benefits derived by Grantors herein, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged; the Grantors do hereby grant, bargain, convey, and confirm to the Grantee and its successors and assigns, a nonexclusive easement for the benefit of, and to be used by, the members of all divisions of Foxhall, consistent with Foxhall's Protective Covenants provisions setting forth permissible uses of such common areas within Foxhall. The Grantors, for themselves and their successors in interest, do hereby covenant to warrant and defend the easement conveyed herein from and against all persons whomsoever lawfully claiming or to claim by, through or under the Grantors, any right, title and/or interest in the Trail Easement.

**4. Trail Easement Area Location.** The Easement Area granted hereby is as described in Exhibit A, the Legal Description of the Easement Area; and Exhibit B, the Map of the Easement Area.

**5. Term of Trail Easement.** This Trail Easement shall continue in place for so long as the Foxhall Community Association does not expressly abandon it as such. The Grantors retain the possibility of reverter in such case.

**6. Purpose of Easement; Exclusivity.** The adjacent Tract I of Foxhall, Division Two, is located within a small canyon having a drainage channel that intermittently flows stormwater runoff. This Trail Easement is for the purpose of providing a soft surface trail, having an average two to three foot width, within the Easement Area. The uses by the Grantee of the Easement Area shall be restricted to trail uses and uses incidental to trail uses. The Grantors and Grantee understand and agree that the Grantors shall have and reserve the right to use the Easement Area for the same purposes to serve their Servient Estate, and for all other purposes that do not interfere with the use of the Easement Area by the Grantee.

The Trail Easement and the uses of the Easement Area shall be for the benefit of, and be used by, the members of Foxhall, including Grantors.

**7. Maintenance.** Trail construction, repairs, and maintenance shall be the responsibility of Grantee, at its discretion, to its specifications and provided for at its expense.

**8. Indemnification.** Grantee shall indemnify and hold the Grantors harmless from any claim arising from the use and occupancy of the easement for the use and benefit of the Dominant Estate, except for claims arising out of uses by the Grantors or their permitted users.

**9. Disputes.** In case of disputes, the parties agree to attempt to resolve the same as follows:

- (a) By direct, friendly, fair and reasonable communication with each other;
- (b) If a dispute remains, by mediation through the Dispute Resolution Center of Thurston County or another mediation service agreed upon by the parties;
- (c) If a dispute remains, by arbitration, if the parties can agree to a simple, efficient and effective process for the same; and
- (d) If a dispute remains, by litigation.

The exception is that if timing concerns reasonably require a more immediate resolution, litigation may be commenced immediately. The prevailing party in any binding arbitration or litigation is entitled to an award of that party's attorney fees, costs and other expenses of proceeding in addition to other Judgment award(s). Any disputes will be subject to the laws of the State of Washington, and venue for any claims shall lie in Thurston County, Washington.

**10. Covenants Running With Land.** This grant of easement and its terms and conditions shall be covenants running with the land.

11. **Heirs; Successors.** This Trail Easement Agreement is binding on the heirs, successors, personal representatives, guardians, and assigns of the parties hereto.

Effective the date and year specified above.

**GRANTOR:**

**GRANTOR:**

Jane Mahoney

Dennise Mahoney

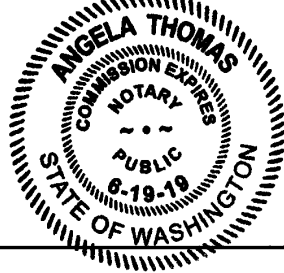
**GRANTEE:**

Robert Jacob

STATE OF WA )  
 ) ss.  
COUNTY OF Thurston )

This is to certify that on this 12<sup>th</sup> day of June, 2018, before me, the undersigned Notary Public, personally appeared, Jamee Mahoney, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Angela Thomas  
PRINT NAME: Angela Thomas  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WA residing at Olympia, WA  
My commission expires: 6/19/19

STATE OF WA )  
 ) ss.  
COUNTY OF Thurston )

This is to certify that on this 12<sup>th</sup> day of June, 2018, before me, the undersigned Notary Public, personally appeared, Dennese Mahoney, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Angela Thomas  
PRINT NAME: Angela Thomas  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WA residing at Olympia, WA  
My commission expires: 6/19/19

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that Robert Jackson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledge it as the easement deed of Foxhall Community Association, and to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



[Signature]  
PRINT NAME: MEGHAN McDONALD  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON residing at Olympia, WA  
My commission expires: 7/29/2021

**Exhibit A**  
**Legal Description**  
**New Trail Easement**

That portion of Lot 77 of Thurston County Large Lot Subdivision No. LL-0161 as recorded October 26, 1982, in Volume 1 of Large Lot Subdivisions at Pages 536-538 under Auditor's File No. 8210260083, also known as Foxhall, Division Two, described as follows:

A 10.00 foot wide easement lying parallel with and Westerly of the East line of said Lot 77 described as; Beginning at the Northeast Corner of said Lot 77; thence S22°06'30"E a distance of 3.18 feet; thence S36°38'30"W a distance of 121.52 feet to an angle point in the East line of said Lot 77.

ALSO , a 20.00 foot wide easement lying parallel with and Westerly of the East line of said Lot 77 described as; Continuing from said angle point in the East line of said Lot 77; thence S21°02'30"W a distance of 101.17 feet to a point on line along the East line of said Lot 77;

ALSO, a 10.00 foot wide easement lying parallel with and Westerly of the East line of said Lot 77 described as; Continuing from said point on line along the East line of said Lot 77; thence S21°02'30"W a distance of 150.00 feet to an angle point in the East line of said Lot 77; thence S57°28'30"W a distance of 32.70 feet to an angle point in the East line of said Lot 77 and the terminus of said easement.

Sidelines to be extended and/or shortened at course changes as to terminate at their respective intersection.

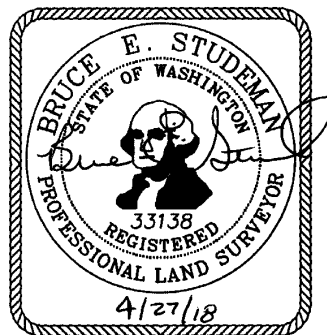
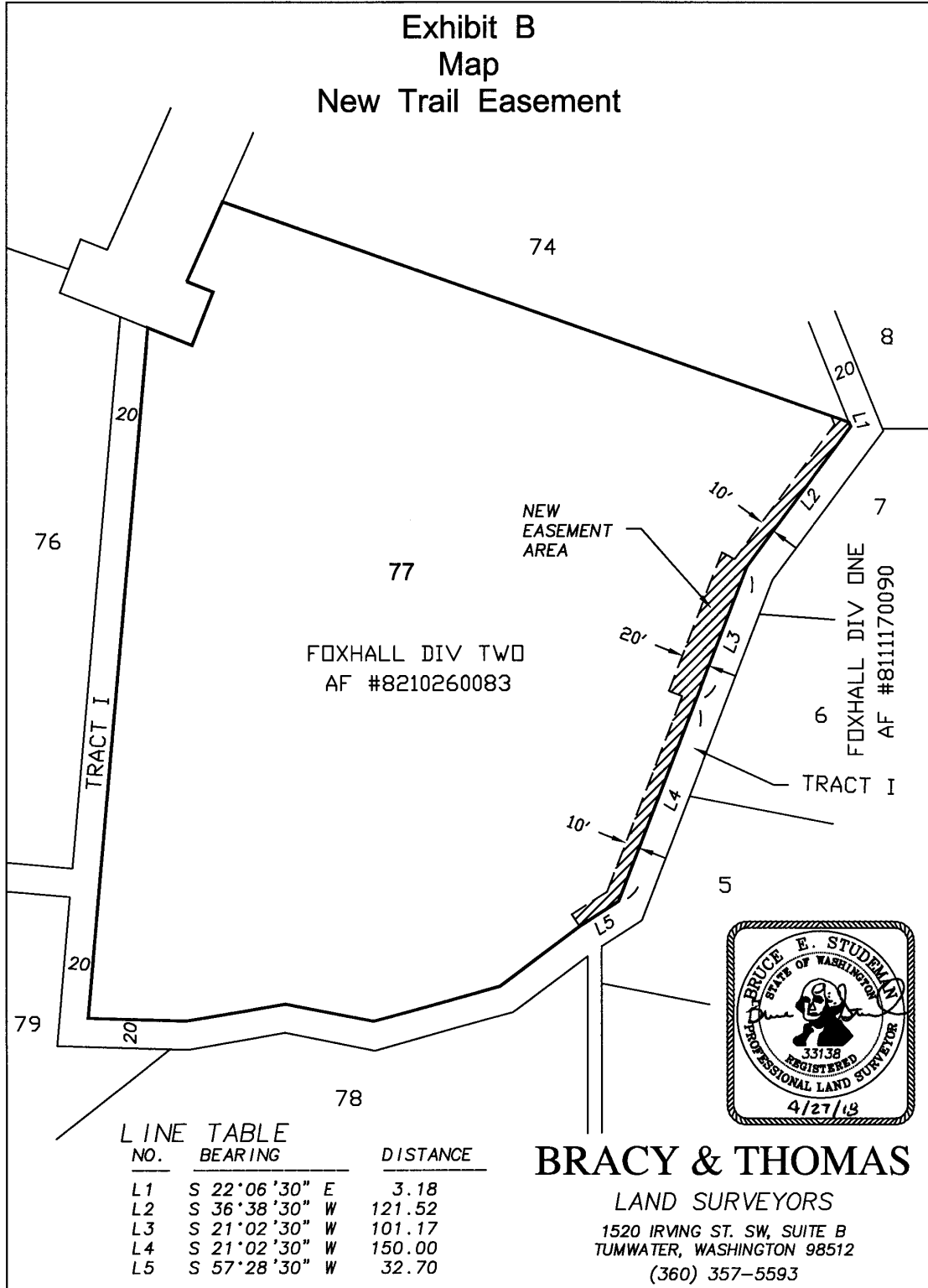


Exhibit B  
Map  
New Trail Easement



LINE TABLE

NO.	BEARING	DISTANCE
L1	S 22°06'30" E	3.18
L2	S 36°38'30" W	121.52
L3	S 21°02'30" W	101.17
L4	S 21°02'30" W	150.00
L5	S 57°28'30" W	32.70

**BRACY & THOMAS**  
LAND SURVEYORS  
1520 IRVING ST. SW, SUITE B  
TUMWATER, WASHINGTON 98512  
(360) 357-5593

