

AFTER RECORDING RETURN TO:
Foxhall Community Association
4629 Foxhall Drive NE
Olympia, WA 98516

Thurston County Treasurer
Real Estate Excise Tax Paid None
By [Signature] Deputy

DOCUMENT TITLE:	Trail Easement Agreement
GRANTORS:	John L. Underwood
GRANTEE:	Foxhall Community Association
LEGAL DESCRIPTION:	Ptn. Lot 8 Foxhall Division One
ASSESSOR'S PROPERTY TAX PARCEL NOS.	Ptn. 48810000800

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT is made this 20th day of August, 2018, between John L. Underwood, hereinafter the "Grantor;" and Foxhall Community Association, hereinafter the "Grantee." The Grantor 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. Grantor is the owner 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 8 of the plat of Foxhall, Division 1, as recorded November 17, 1981, in Volume 21 of Plats at pages 144 and 145 under Auditor's File No. 8111170090; EXCEPTING THEREFROM the Westerly 10 feet.

Situate in Thurston County, State of Washington.

3. Grant of Trail Easement. For and in consideration of Ten Dollars (\$10.00), in hand paid, the benefits derived by Grantor herein, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged; the Grantor does 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 Grantor, for himself and his successors in interest, does 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 Grantor retains 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 Trail Easement Area occupies the same area where an existing Drainage Easement created on the plat of Foxhall, Division One, reserved and

granted to Grantee by the First Amended Protective Covenants recorded October 26, 1982 under Auditor's File No. 8210260083, records of Thurston County, Washington. The uses by the Grantee of the Easement Area shall be restricted to trail uses and uses incidental to trail uses, in addition to the existing Drainage Easement purposes. The Grantor and Grantee understand and agree that the Grantor 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 Grantor.

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 Grantor 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

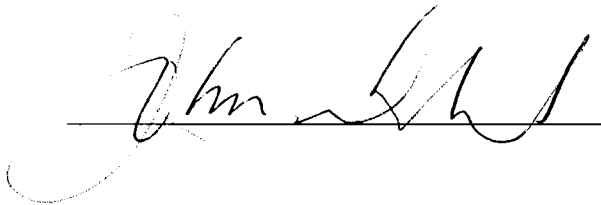
Judgment award(s). Any disputes will be subject to the laws of the State of Washington, and venue for any claims shall lie in Thurston County, Washington.

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:

A handwritten signature in black ink, appearing to be "John Smith", written over a horizontal line.

GRANTEE:

A handwritten signature in black ink, appearing to be "Robert D. Jones", written over a horizontal line.

STATE OF Washington)
) ss.
COUNTY OF Thurston)

This is to certify that on this 20 day of August, 2018, before me, the undersigned Notary Public, personally appeared, John L. Underwood, 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.

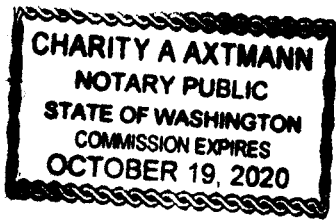


[Signature]
PRINT NAME: Britney Van Weerdhuizen
NOTARY PUBLIC IN AND FOR THE STATE OF
Washington residing at Olympia
My commission expires: 4/9/2021

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.

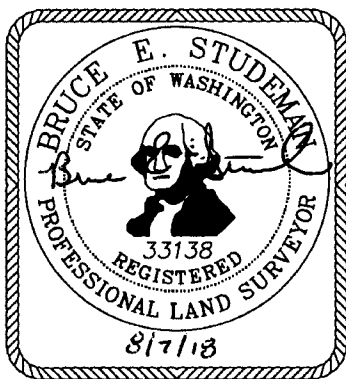


[Signature]
PRINT NAME: Charity A Axtmann
NOTARY PUBLIC IN AND FOR THE STATE OF
Washington residing at Olympia
My commission expires: Oct 19, 2020

Exhibit A
Legal Description
New Trail Easement

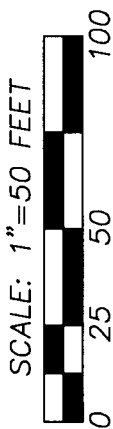
That portion of Lot 8 of Foxhall Division 1, as recorded November 17, 1981, in Volume 21 of Plats at Pages 144 and 145 under Auditor's File No. 8111170090; EXCEPTING THEREFROM the Westerly 10.00 feet, described as follows:

Beginning at the Northwest corner of said subdivision; thence S72°30'20"E along the Northerly line of said Lot 8 37.02 feet; thence S17°29'40"W 21.22 feet; thence S22°06'30"E 169.01 feet to the South line of said Lot 8; thence N89°51'40"W along said South line 16.13 feet to the Southwest corner of said subdivision; thence N22°06'30"W along the West line of said subdivision 202.82 feet to the Point of Beginning.

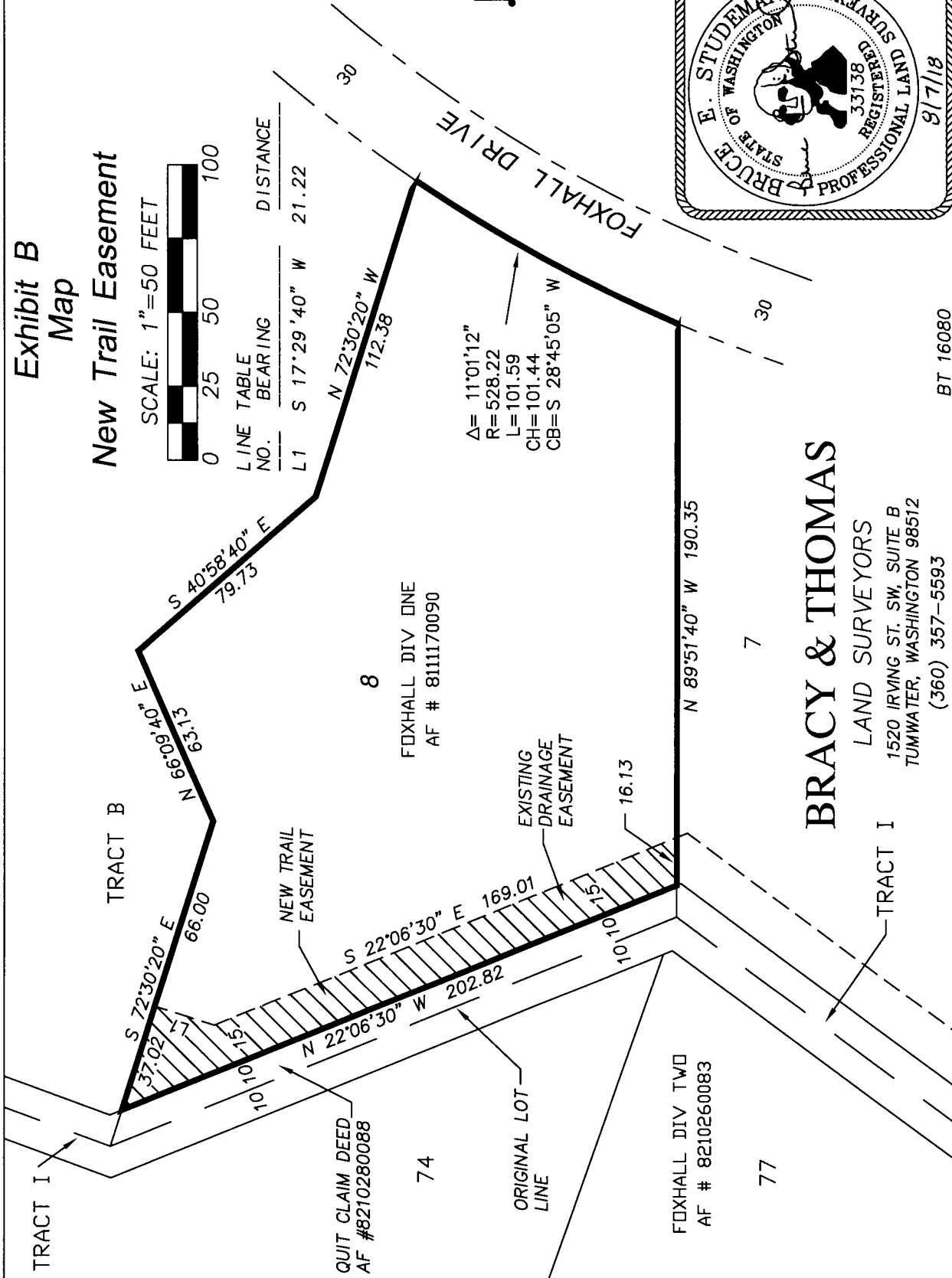
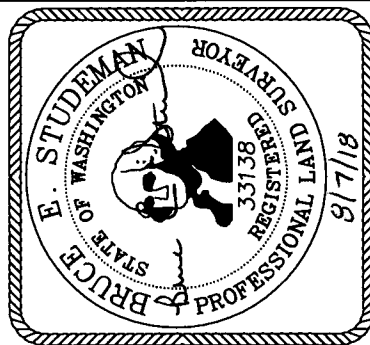
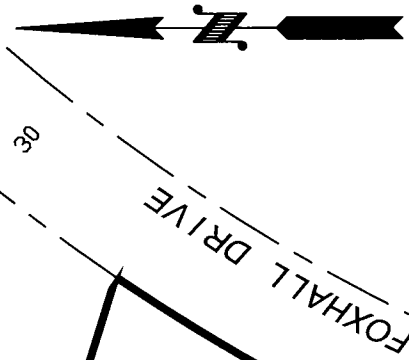


**Exhibit B
Map**

New Trail Easement



LINE NO.	BEARING	DISTANCE
L1	S 17°29'40" W	21.22



8
FOXHALL DIV ONE
AF # 8111170090

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

BT 16080

QUIT CLAIM DEED
AF #8210280088

FOXHALL DIV TWO
AF # 8210260083

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