

After Recording Return To:

Issaquah Highlands Community Association
1775 12th Avenue N.W., Ste 101
Issaquah, WA 98027
Attn: Claudia Nelson



20051017002700

FIRST AMERICAN EAS 42.00
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10/17/2005 15:25
KING COUNTY, WA

FIRST AMERICAN W. 24155

LANDSCAPE EASEMENT

11/42

Grantor(s): Bennett-SFS LLC, a Washington limited liability company
Grantee(s): Issaquah Highlands Community Association, a Washington non-profit corporation
Legal Description: See Exhibits A (Easement Area) and B (Burdened Property) of this document
Assessor's Tax Parcel Nos.: 363012-0010 through 363012-0600 and 363012-0610 through 363012-1090
Reference Nos. of Related Documents:

BENNETT-SFS LLC, a Washington limited liability company ("Grantor"), grants and conveys to the ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION ("Grantee"), a 15-foot wide landscape easement ("Easement") over a portion of Lot(s) 1 through 60 of Division 92 of the Final Plat of Issaquah Highlands Divisions 92 and a 20-foot wide landscape easement ("Easement") over a portion of Lot(s) 1 through 49 of Division 94 as legally described and depicted on Exhibit A ("Easement Area"), as follows:

1. **Grant of Landscape Easement.** Grantee and its authorized agents or contractors are granted a non-exclusive easement over the Easement Area to enter upon and to maintain, repair and replace landscaping, irrigation and related landscaping improvements thereon. Grantor shall not interfere with Grantee's maintenance, repair and replacement of landscaping within the Easement Area. Grantee shall have sole and complete discretion with respect to the level and frequency of landscaping maintenance, design and vegetation selection.

2. **Quality of Work of Improvements.** All maintenance, repair and replacement of landscaping shall be performed (a) in accordance with applicable laws, regulations and permits, (b) in a lien-free, professional and safe manner, and (c) with due diligence at reasonable times. Grantee shall take reasonable precautions to prevent damage to the lawn, landscaping or other improvements on Grantor's property, which are legally described on Exhibit B ("Burdened Property"). Grantee shall promptly repair or replace any damage to the Burdened Property that results from Grantee's use of the Easement Area, and Grantee shall indemnify Grantor from any claims by other persons resulting from Grantee's negligent activities in the Easement Area.

3. **Costs.** The owners of the Burdened Property shall pay the costs of maintenance (including irrigation), repair and replacement of the landscaping within the Easement Area by a special assessment under the Declaration of Covenants, Conditions and Restrictions for the Issaquah Highlands Community Association (King County Recording No. 9704281806) as amended ("Declaration") and its Use Rules unless another assessment or payment method is determined by the Board of the Association.

4. **Indemnification.** The Grantee shall indemnify Grantor for any loss, damage, injury or death from use of or work related to the Easement, except to the extent such loss, damage, injury or death is due to the negligence or intentional misconduct of the Grantor, or an agent, successor, or assign of Grantor, in which case each Grantee's indemnity shall be limited to the negligence of the party undertaking the work.

5. **Successors and Assigns.** The Easement and other rights and obligations granted hereby shall run with the land and burden the Easement Area. This Easement and the respective rights and burdens hereunder shall be binding on Grantor and its successors as owners of the Easement Area and shall inure to the benefit of each Grantee and its successors and assigns, respectively. Nothing in this agreement limits or prohibits Grantor from assigning its rights and interests in the Easement Area, or from conveying the Easement Area to another person or entity, but such conveyance is subject to this Easement.

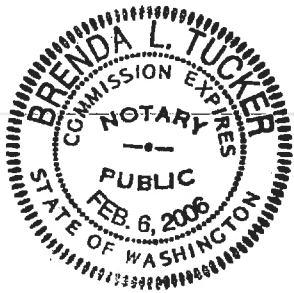
6. **Amendment.** This Easement shall not be modified, amended or terminated except by written instrument.

7. **Attorney Fees.** If any legal action is brought to enforce any part of this Easement, then the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred, including any costs and fees upon appeal.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 11th day of October, 2005, before me, a Notary Public in and for the State of Washington, personally appeared PAUL GLOSNIAK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of BENNETT HOMES, INC., MEMBER of BENNETT-SFS LLC, a Washington limited liability company to be the free and voluntary act and deed of said corporation and limited liability company for the uses and purposes mentioned in the instrument.

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



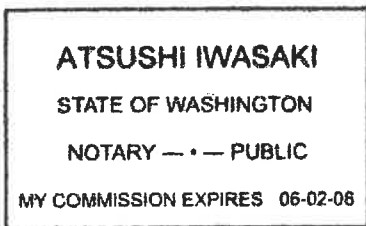
Brenda L. Tucker

NOTARY PUBLIC in and for the State of Washington, residing at Northland
My appointment expires 2-6-2006
Print Name Brenda Tucker

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 14th day of OCTOBER, 2005, before me, a Notary Public in and for the State of Washington, personally appeared EITA MUTO, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the President of SUMITOMO FORESTRY SEATTLE, INC., MEMBER of BENNETT-SFS LLC, a Washington limited liability company to be the free and voluntary act and deed of said corporation and limited liability company for the uses and purposes mentioned in the instrument.

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



Atsushi Iwasaki

NOTARY PUBLIC in and for the State of Washington, residing at BELLEVUE
My appointment expires 06-02-08
Print Name ATSUSHI IWASAKI

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 13th day of October, 2005, before me, a Notary Public in and for the State of Washington, personally appeared Ruth E. Winhouse personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he/she was authorized to execute the instrument, and acknowledged it as the Secretary of ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION, a Washington non-profit corporation, to be the free and voluntary act and deed of said corporation for the uses and purposes mentioned in the instrument.

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



Claudia S. Nelson
NOTARY PUBLIC in and for the State of
Washington, residing at Bellevue
My appointment expires 8-1-06
Print Name Claudia S. Nelson

CORE DESIGN, INC.
BELLEVUE WA 98007

Core Project No: 03081B
08/15/05

Exhibit "A"

**Legal Description: Issaquah Highlands, Divisions 92 & 94
Landscape Easement**

The south 15.00 feet of Lots 1 through 11 and 40 through 50, the north 15.00 feet of Lots 12 through 23 and 51 through 60, the east 15.00 feet of Lots 24 through 27 and 32 through 35, and the west 15.00 feet of Lots 28 through 31 and 36 through 39, Division 92, Final Plat of Issaquah Highlands Divisions 92 and 94, according to the plat thereof recorded in Volume 224 of Plats, pages 30 through 38, under Recording No. 20041026000072, records of King County, Washington, Section 23, Township 24 North, Range 6 East, W.M., in the City of Issaquah, King County, Washington;

TOGETHER WITH the exterior 20.00 feet of Lots 1 through 49, Division 94, of said Plat, adjacent to N.E. Nelson Lane, 20th Ave. N.E., N.E. Newton Lane, and 22nd Ave. N.E.

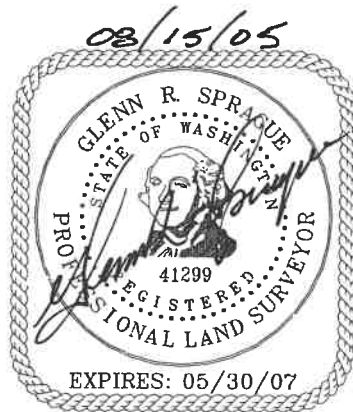
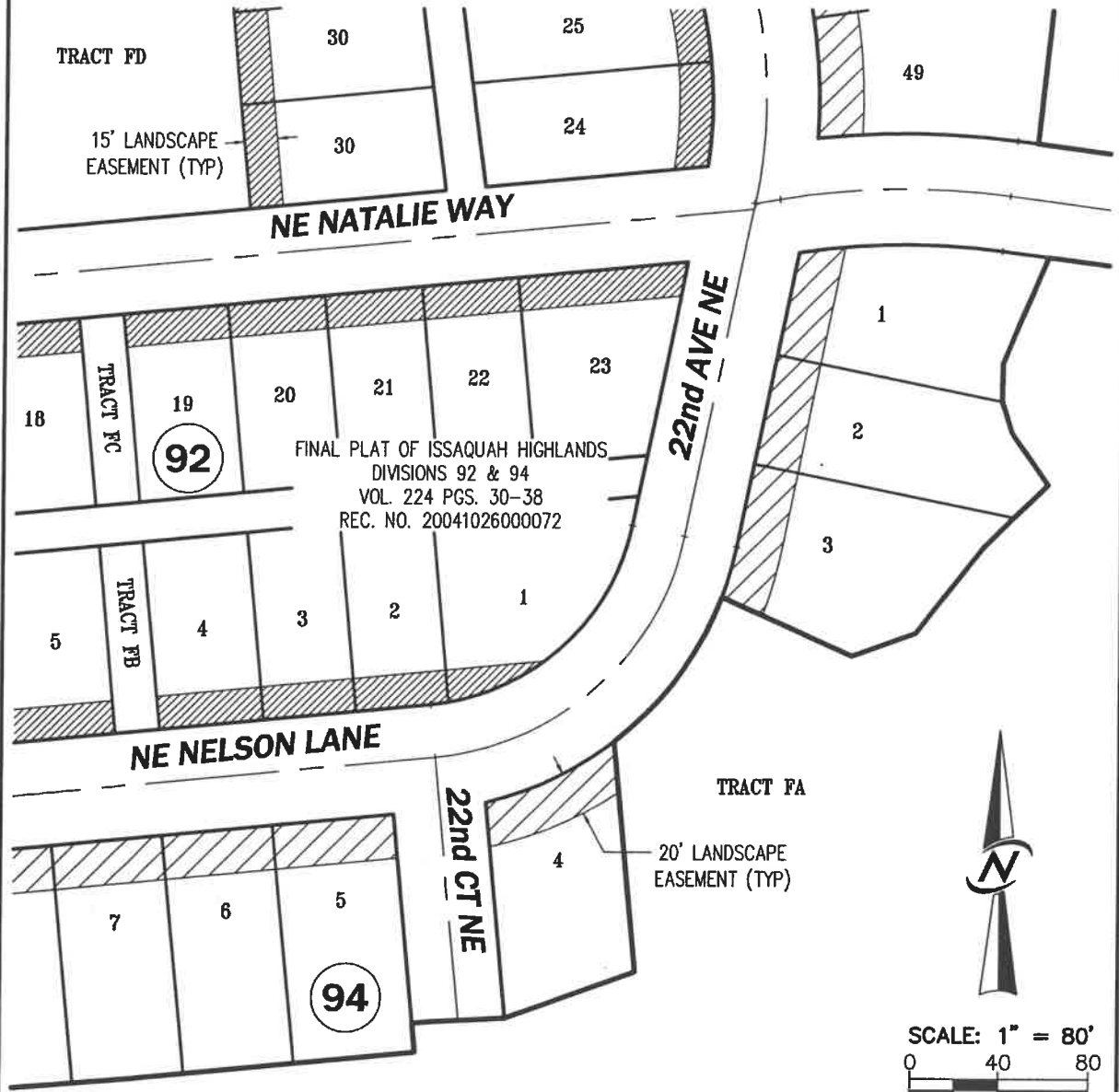


Exhibit "A-1"



ISSAQUAH HIGHLANDS DIVISIONS 92/94
LANDSCAPE EASEMENT EXHIBIT

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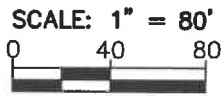
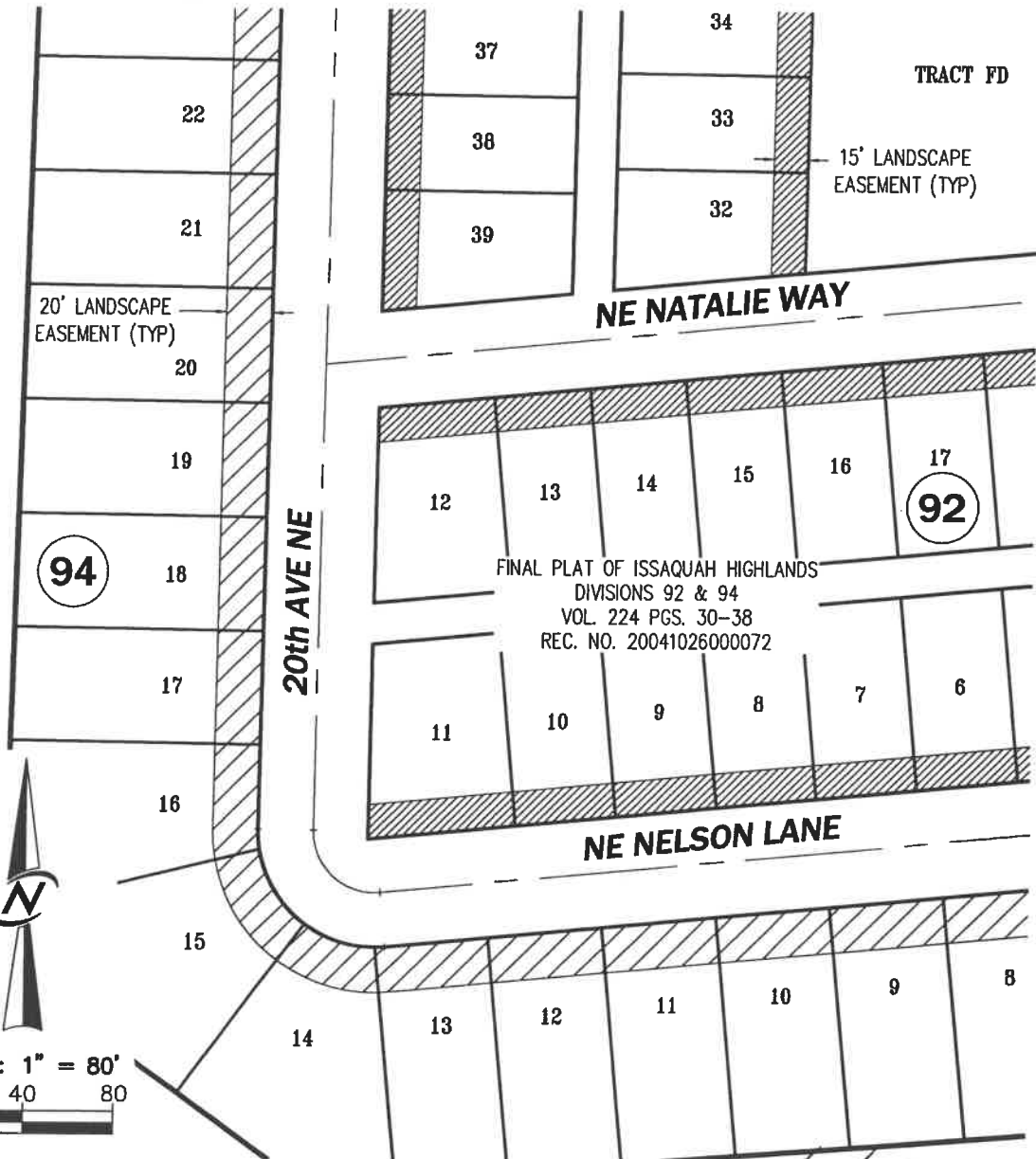


14711 NE 29th Place, #101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

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JOB NO. 03081B



Exhibit "A-2"



ISSAQUAH HIGHLANDS DIVISIONS 92/94
LANDSCAPE EASEMENT EXHIBIT

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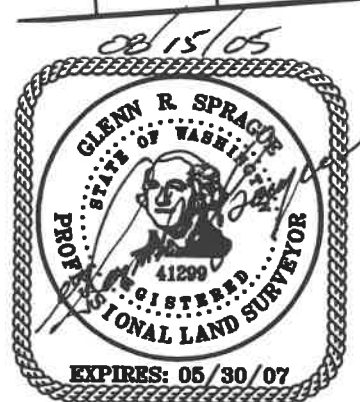
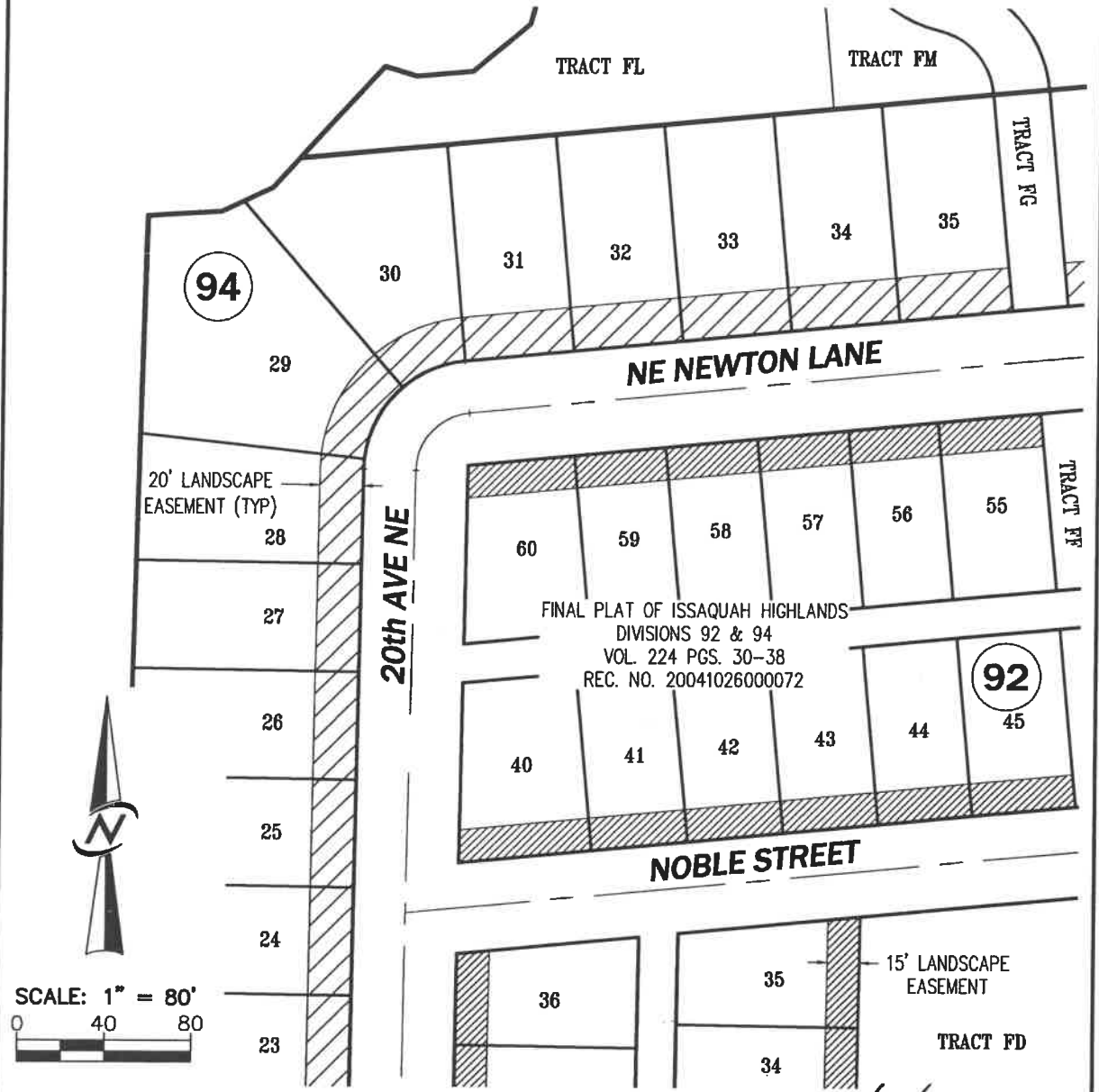


Exhibit "A-3"



ISSAQUAH HIGHLANDS DIVISIONS 92/94	PAGE
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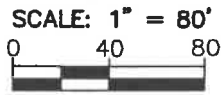
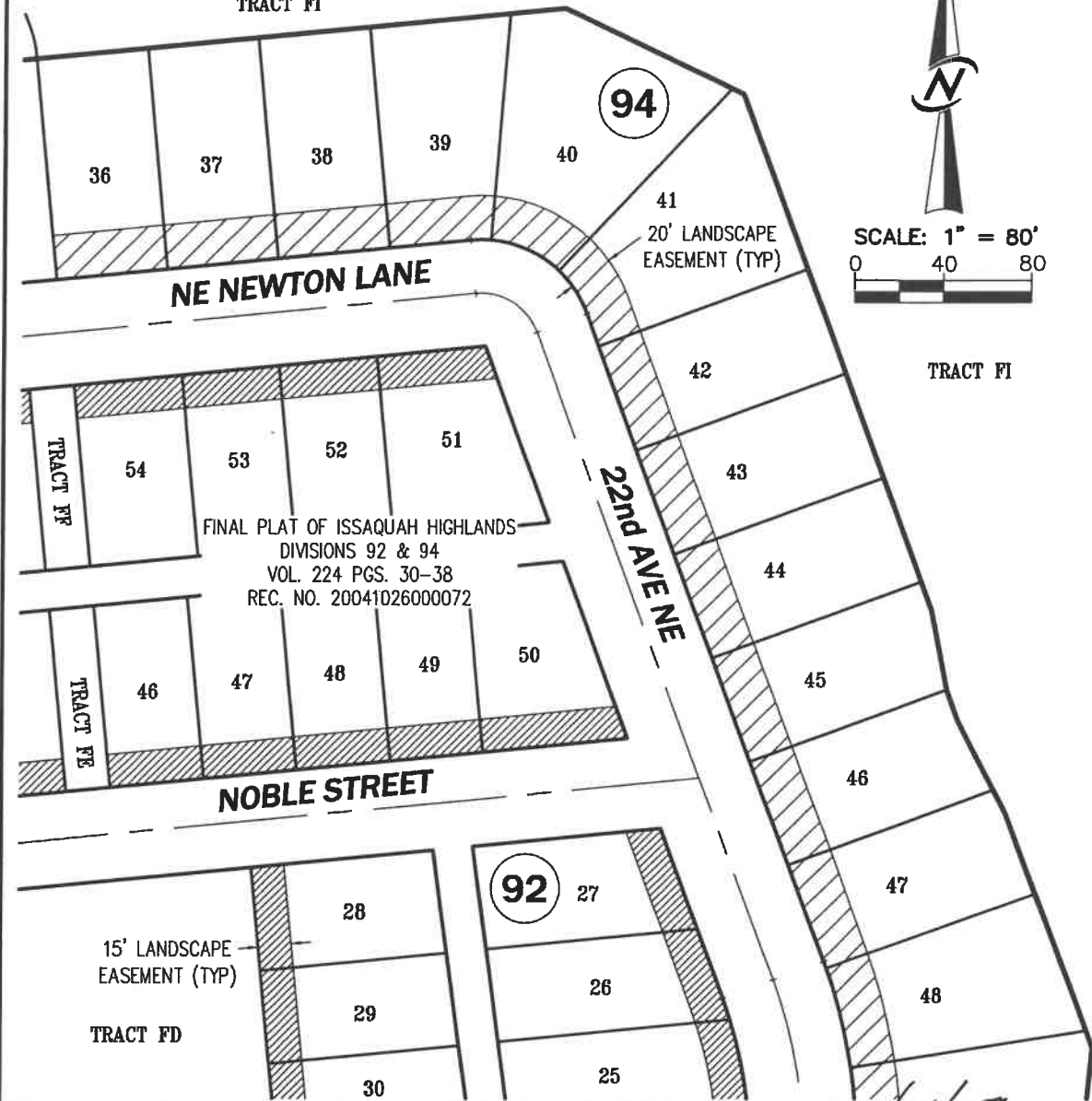
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Exhibit "A-4"

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ISSAQUAH HIGHLANDS DIVISIONS 92/94

LANDSCAPE EASEMENT EXHIBIT

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CORE DESIGN, INC.
BELLEVUE WA 98007

Core Project No: 03081B
08/15/05

Exhibit "B"

Lots 1 through 60 Division 92, and Lots 1 through 49, Division 94, Final Plat of Issaquah Highlands Divisions 92 and 94, according to the plat thereof recorded in Volume 224 of Plats, pages 30 through 38, under Recording No. 20041026900072, records of King County, Washington, Section 23, Township 24 North, Range 6 East, W.M., in the City of Issaquah, King County, Washington;

