

After recording return to:

Gary M. Ackerman  
Foster Pepper & Shefelman  
Suite 3400, 1111 Third Avenue  
Seattle, Washington 98101

Filed for Record at Request of  
**FIRST AMERICAN TITLE**  
FOURTH & CHURCH BLDG.  
SEATTLE, WA 98101

**DECLARATION OF  
RECIPROCAL EASEMENTS**

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Whereas, Ambassador Apartments Limited Partnership, a Washington limited partnership ("Owner"), owns certain real property ("Parcel A") and further owns certain other real property which abuts and adjoins Parcel A ("Parcel B"), both of which are located in King County, Washington, and separately described in the legal descriptions thereof attached hereto and made of part hereof as Exhibit A; and

Whereas, the owner has created or will create on Parcels A and B, respectively, condominiums known as Ambassador I Condominium and Ambassador II Condominium; and

Whereas, certain features on Parcel A are intended for joint use with the owners of Parcel B and certain features on Parcel B are intended for joint use with the owners of Parcel A;

Now, therefore, in consideration of the mutual terms, covenants and conditions herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the owner of Parcel A hereby makes, declares, reserves, grants and establishes the following easements over and across Parcel A for the benefit of the owner of Parcel B on the terms and conditions set forth below, and the owner of Parcel B hereby makes, declares, reserves, grants and establishes the following easements over and across Parcel B for the benefit of the owner of Parcel A on the terms and conditions set forth below:

**A. EASEMENTS GRANTED BY OWNER OF PARCEL A**

**1. Domestic Water Service.**

a. Grant of Easement. The owner of Parcel A hereby establishes a permanent, non-exclusive easement in favor of the owner of Parcel B over the area on Parcel A which contains facilities and equipment for the metering of domestic water service, the water pipes which run from the water main located in the public right-of-way to the water meters, the water pipes which run from the water meters directly to Parcel B and the transfer points at which water is diverted for transfer to Parcel B ("Water Utility Easement Area").

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TITLE INSURANCE COMPANY

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b. Use. The owner of Parcel B may use the Water Utility Easement Area for water utility purposes, and incidental access, construction, maintenance, repair, replacement and alteration related thereto.

c. Utility Charges. Charges by the water utility provider for water which enters Parcel A and passes through the water meter device, whether or not such water is diverted to Parcel B, shall be allocated and borne as follows:

42.68 to Parcel A  
57.42 to Parcel B

d. Maintenance. The following parties shall bear the costs and expenses related to construction, maintenance, repair, replacement and alteration of the Water Utility Easement Area: (a) the owner of Parcel B, with respect to the portions of the Water Utility Easement Area which serve exclusively Parcel B; (b) the owner of Parcel A, with respect to the portions of the Water Utility Easement Area which serve exclusively Parcel A; and (c) the owner of Parcel A and the owner of Parcel B pro rata based on the percentage set forth above, with respect to the portions of the Water Utility Easement Area which serve both Parcel A and Parcel B.

e. Termination. This easement for domestic water service may be terminated at any time by the owner of Parcel B or the board of directors of the owners association for the condominium to be created on Parcel B.

**B. EASEMENTS GRANTED BY OWNER OF PARCEL B**

**1. Street Access.**

a. Grant of Easement. The owner of Parcel B hereby establishes a permanent, non-exclusive easement in favor of the owner of Parcel A over the walkways and open areas on Parcel B, the location of which is more specifically shown on Exhibit B, attached hereto and made a part hereof ("Street Access Easement Area").

b. Use. The owner of Parcel A may use the Street Access Easement Area for access, ingress and egress to and from Parcel A and all public streets and alleys adjoining Parcel B.

c. Maintenance. The owner of Parcel B at its sole cost and expense shall maintain the Street Access Easement Area in good condition and repair, including repairs or resurfacing resulting from normal usage, except the owner of Parcel A shall be liable for any damage caused negligent or other misuse of the easement by it or its successors or assigns.

IT IS DONE TO THE QUALITY OF THE DOCUMENT.

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2. Parking Access.

a. Grant of Easement. The owner of Parcel B hereby establishes a permanent, non-exclusive easement in favor of the owner of Parcel A over the driveways which enter the parking garage on Parcel B and the parking garage areas between the driveways and the parking spaces owned by the owner of Parcel A ("Parking Access Easement Area").

b. Use. An owner of any portion of Parcel A which also owns one or more parking spaces in the parking garage on Parcel B may use the Parking Access Easement Area for access, ingress and egress to such parking spaces. Use of the Parking Access Easement Area shall be in accordance with any applicable rules and regulations established by the owner of Parcel B.

c. Maintenance. The owner of Parcel B shall maintain the Parking Access Easement Area in good condition and repair. An owner of any portion of Parcel A which also own one or more parking spaces in the parking garage on Parcel B shall share with the owners of all other parking spaces in the parking garage on a pro rata basis the costs of maintaining the Parking Access Easement Area as provided in the Condominium Declaration for Ambassador II Condominium.

C. RECIPROCAL EASEMENTS

1. Setbacks.

a. Grant of Easement. The owner of Parcel A hereby grants to the owner of Parcel B and the owner of Parcel B hereby grants to the owner of Parcel A reciprocal easements over and across the open, unobstructed areas between the buildings on Parcel A and Parcel B, the location of which is more specifically shown on Exhibit D, attached hereto and made a part hereof ("Setback Easement Area").

b. Use. The owner of Parcel A may use that portion of the Setback Easement Area located on Parcel B and the owner of Parcel B may use that portion of the Setback Easement Area located on Parcel A for the purpose of meeting any lot line or structure setback requirements under the applicable ordinances, codes or regulations. Neither owner shall place any obstruction in the Setback Easement Area, construct any structure therein, or expand into the Setback Easement Area any existing or future structure which is located outside of the Setback Easement Area.

c. Maintenance. Each owner shall be responsible for maintaining the portion of the Setback Easement Area located on its property in good condition and repair.

**D. GENERAL PROVISIONS**

1. Indemnity - Owner of Parcel A. The owner of Parcel A agrees to indemnify, defend and hold harmless the owner of Parcel B, its agents and employees from any actual loss, claim or damage caused by or resulting from use of any easement area created herein which is located on Parcel B by the owner of Parcel A, their employees, guests or invitees, except for loss, claim or damage resulting from the owner of Parcel B, its agents' or employees' sole negligence or concurrent negligence to the extent attributable to the owner of Parcel B, its agents or employees.

2. Indemnity - Owner of Parcel B. The owner of Parcel B agrees to indemnify, defend and hold harmless the owner of Parcel A, its agents and employees from any actual loss, claim or damage caused by or resulting from use of any easement area created herein which is located on Parcel A by the owner of Parcel B, their employees, guests or invitees, except for loss, claim or damage resulting from the owner of Parcel A, its agents' or employees' sole negligence or concurrent negligence to the extent attributable to the owner of Parcel A, its agents or employees.

3. Reimbursement for Maintenance. If the owner of a parcel shall fail to maintain or repair any of the easement areas in accordance with the provisions hereof, or to pay for the costs of such maintenance as provided herein, the owner of the other parcel, upon 30 days prior written notice to the other owner, may do so, in which case the owner providing the notice shall be reimbursed promptly for the reasonable costs thereof.

4. Amendment: Authority of Boards of Directors. No amendment of these easements shall be effective until and unless an instrument executed by the owners of Parcels A and B has been recorded in the official records of King County, Washington. The boards of directors of the owners associations of the condominiums created on Parcels A and B shall have the authority to act as the owner of such parcels with respect to amendments to these easements or any action required or permitted of an owner hereunder.

5. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding on their respective successors and assigns. The benefit and burden of the easements created herein shall run with the land.

6. Governing Law: Attorneys' Fees. This instrument shall be governed by the laws of the State of Washington. In the event of any litigation to enforce and interpret the rights and obligations set forth herein, the prevailing party shall be entitled to an award of reasonable costs, expenses and attorneys' fees in connection therewith, at trial and on appeal.

7. No Merger. It is the intention of the parties that the easements created herein shall not extinguish or terminate solely

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by reason of existing or future common ownership of Parcels A and B.

DATED this 13<sup>th</sup> day of October, 1992.

AMBASSADOR APARTMENTS LIMITED PARTNERSHIP,  
a Washington limited partnership

By: COSMOS INTERNATIONAL CORP.,  
a Washington corporation  
Its general partner

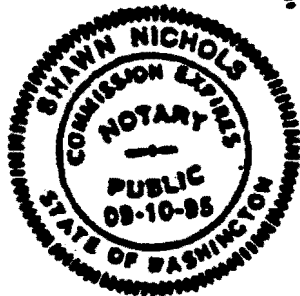
By: [Signature]  
Its Executive Vice-President

STATE OF WASHINGTON

COUNTY OF KING

I certify that I know or have satisfactory evidence that James G. S. Evans is the person who appeared before me and acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Vice-President of COSMOS INTERNATIONAL CORP., a Washington corporation, general partner of AMBASSADOR APARTMENTS LIMITED PARTNERSHIP, a Washington limited partnership, to be the free and voluntary act of such corporation and partnership for the uses and purposes mentioned in the instrument.

DATED: 10/13/92, 1992.



Shawn Nichols  
Notary Public in and for the State  
of Washington, residing at [Address]

My commission expires 9/10/95

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LEGAL DESCRIPTIONS

PARCEL A

Lots 1, Block 50, Replat of Blocks 49, 50 and 51, Supplementary Plat of Pontius' Second Addition to Seattle, according to the plat thereof recorded in Volume 9 of Plats, page 13, in King County Washington.

PARCEL B

Lots 2, 3 and 4, Block 50, Replat of Blocks 49, 50 and 51, Supplementary Plat of Pontius' Second Addition to Seattle, according to the plat thereof recorded in Volume 9 of Plats, page 13, in King County Washington.

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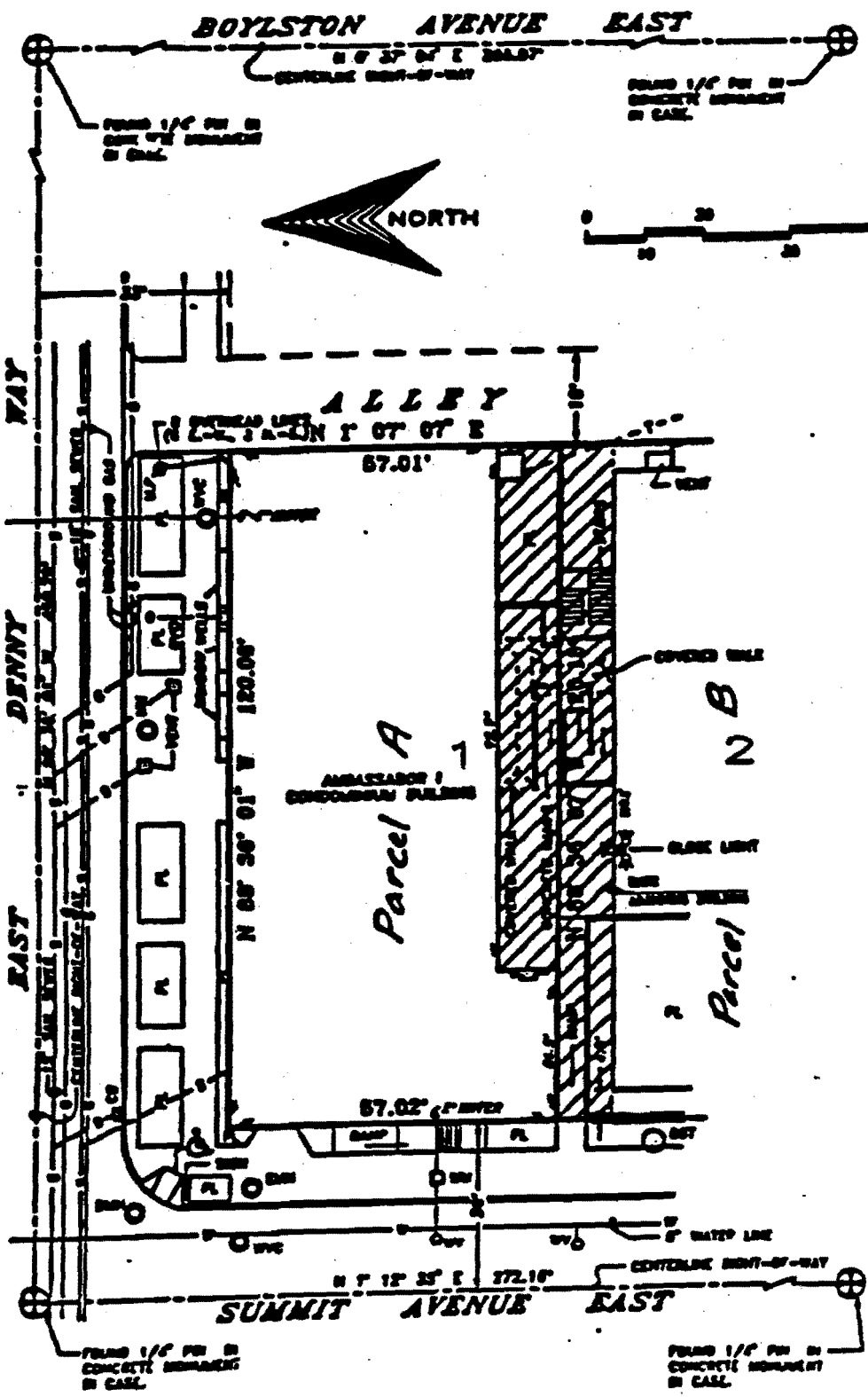
EXHIBIT A

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EXHIBIT C

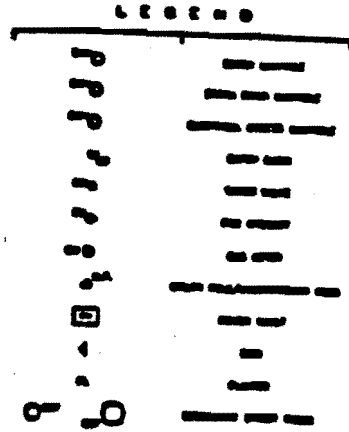
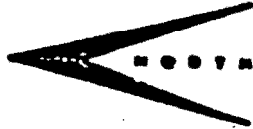
Setback Easement Area (cross-hatched)



**EXHIBIT B**

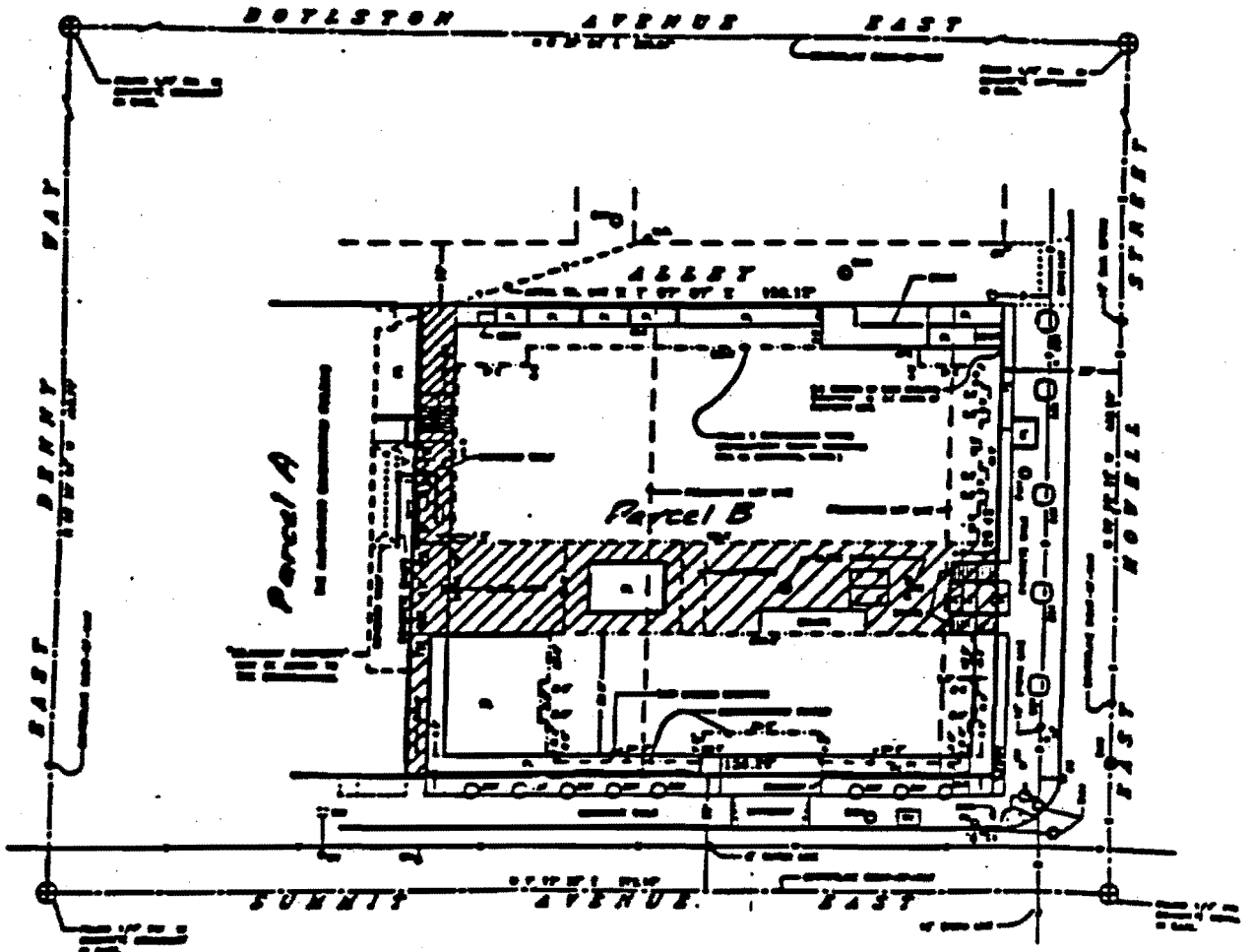
— Street Access Easement Area (cross-hatched)

NOTE: This easement is over and across walkways and open areas between and around the apartment towers and does not include access rights through the overhead skybridges or through the underlying base structure (garage) on which the towers set.



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EXHIBIT C

Setback Easement Area (cross-hatched)

