

RETURN ADDRESS:

King County Parks and Recreation Division
 Department of Natural Resources and Parks
 201 S. Jackson Street # 700
 Seattle, WA 98104

WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

DOCUMENT TITLE(S) (or transactions contained therein): Easement
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: N/A <input type="checkbox"/> Additional reference #s on page ___ of document(s)
GRANTOR(S) (Last name first, then first name and initials) King County Department of Transportation <input type="checkbox"/> Additional names on page ___ of document
GRANTEE(S) (Last name first, then first name and initials) King County Department of Natural Resources and Parks <input type="checkbox"/> Additional names on page ___ of document
LEGAL DESCRIPTION (abbreviated: i.e., lot, block, plat or section, township, range) POR of SW ¼ of S11 T26N R5E W.M, to wit: Lot A per BLA #L06L0074, filed under King County rec. no. 20061025900009, BEING N 1/2 OF SW 1/4 OF SW 1/4 TGW POR NW 1/4 OF SD SW 1/4
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 112605-9051 <input type="checkbox"/> Assessor Tax # not yet assigned

EASEMENT

THIS DEED FOR EASEMENT ("Easement") is granted to King County Department of Natural Resources and Parks ("Grantee") by King County Department of Transportation ("Grantor") for the purposes hereinafter set forth, effective as of the date of execution.

RECITALS

- A. Grantee and Grantor are agencies of King County, a home rule charter county and political subdivision of the State of Washington; and
- B. Grantee is the owner of real property located in unincorporated King County, Washington, as legally described in **Exhibit A** (the "Parks Property"); and
- C. Grantor is the owner of real property located adjacent to the Parks Property, as legally described in **Exhibit B** (the "Transportation Property"); and
- D. Grantor has agreed to grant Grantee a non-exclusive easement over, across, along, through, and under the Transportation Property as described below and illustrated in **Exhibit C**, subject to the following terms and conditions set forth in this Easement.

NOW, THEREFORE, for \$15,000.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants to Grantee an easement over the Transportation Property, subject to and upon the following terms and conditions:

TERMS AND CONDITIONS

- A. Grant of Easement.
 - 1. Grantor grants to Grantee a perpetual non-exclusive easement (the "Easement") over the following portion of the Transportation Property, as illustrated in **Exhibit C** and legally described as follows (the "Easement Area"):

That portion of the Southwest quarter of Section 11, Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington, described as follows:

The East 20.00 feet of Lot A, per Boundary Line Adjustment number L06L0074, filed under recording number 20061025900009, records of King County Washington. Together with the West 5.00 feet of the East 25.00 feet of the North 70.00 feet of Lot A, per said Boundary Line Adjustment number L06L0074. Containing approximately 13,437 square feet.

2. Grantee shall have the right to use the Easement Area to install, construct, own, use, operate, maintain, inspect, repair, replace, renovate, improve, remove, manage, and enhance a public soft-surface regional trail and related improvements for public equestrian and pedestrian uses, and also the right to cut, remove, and dispose of any and all brush, trees, or vegetation in the Easement Area, and to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees, or other vegetation in the Easement Area; TOGETHER WITH the right to install, construct, own, use, operate, maintain, inspect, repair, replace, renovate, improve, remove, manage, and enhance underground utilities, including, but not limited to, the rights of ingress and egress across the surface of the Transportation Property to access the Easement Area from the surface; the right to install, construct, operate, maintain, modify, repair, replace, improve, remove and use utilities, including utility pipelines, conduits, wires or other facilities and equipment within said Easement Area, including the addition, removal, or replacement of same, either in whole or in part with either like or different size utilities; and the right to do the same with such additional pipelines, conduits, wires, or other facilities and equipment as may now or hereafter be installed in the Easement Area. FURTHER, Grantee may not grant sub-easements, issue licenses, and assign, apportion, or otherwise transfer its easement rights in whole or in part to third parties without the written consent of the Grantor, its heirs, successors, and assigns.
 3. The term of this Easement shall be perpetual.
 4. Grantor covenants that if Grantor shall ever sell the Transportation Property to a third party, then Grantor shall reserve this Easement in the deed of conveyance, for the benefit of Grantee.
 5. If there is any conflict between the legal description of the Easement Area in Section A.1 of this Easement, and the illustration of the Easement Area in Exhibit C to this Easement, then the legal description in Section A.1 shall control.
- B. Running with the Land. The benefits and burdens of this Easement shall run with the land legally described in **Exhibits A and B** attached hereto, and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.
- C. Attorney Fees. In any action brought to enforce or interpret the terms of this Easement, each party shall bear its own costs and attorney fees and expenses incurred in said action, including on appeal, whether or not suit is commenced.

- D. Breach. In the event of any breach or threatened breach of this Easement by either Grantor or Grantee, the non-breaching party shall have the right to sue for damages and/or for specific performance and/or to enjoin such breach or threatened breach.
- E. No Termination Upon Breach; Venue. No breach of this Easement shall entitle either Grantor or Grantee to cancel, rescind or otherwise terminate this Easement; provided, however, that this provision shall not limit or otherwise affect any other right or remedy which Grantor or Grantee may have hereunder by reason of any breach of this Easement. Venue for any dispute resolution or litigation shall be in King County Superior Court, Washington.
- F. Governing Law; Reserved Powers. This Easement shall be governed by the laws of the State of Washington, without reference to its conflicts of law rules or choice of law provisions. Nothing contained in this Easement will be considered to diminish King County's governmental or police powers.
- G. Entire Agreement, Waivers and Amendments. This Easement contains the entire understanding of Grantor and Grantee hereto relating to the subject matter herein contained. The waiver by one party hereto of a breach of any provision of this Easement shall not operate or be construed as a waiver of any subsequent breach, nor shall it bind any other party hereto. No waiver shall be effective unless set forth in writing. If any term or provision of this Easement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby and shall remain in full force and effect. This Easement shall not be amended except by written instrument signed by Grantor and Grantee or their respective successors and assigns and recorded in the real property records of King County, Washington.
- H. Construction. Each term and provision of this Easement constitutes a separate undertaking, covenant or promise. In the event that any term or provision hereof is determined to be unenforceable, invalid, or illegal in any respect, the remaining terms and provisions shall continue to be enforceable and valid.

Signature and Notary Block on Page 5

Executed on behalf of Grantor this _____ day of _____, 2011.

KING COUNTY

KING COUNTY REAL ESTATE SERVICES

By: _____
Name: _____
Its: _____

KING COUNTY PARKS DIVISON

By: _____
Name: _____
Its: _____

**KING COUNTY ROADS SERVICES
DIVISION**

By: _____
Name: _____
Its: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this day personally appeared before me _____, known to me to be the individual that executed the foregoing instrument on behalf of _____ Department of KING COUNTY, a home rule charter county and political subdivision of the State of Washington, and acknowledged the same instrument to be the free and voluntary act and deed of said county for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

GIVEN under my hand and official seal this ____ day of _____, 2011.

Notary Public in and for the State of
Washington
Type/Print Name: _____
Residing at _____
My Commission Expires _____

EXHIBIT A

LEGAL DESCRIPTION OF PARKS PROPERTY

That portion of the South Half of the Northeast Quarter of the Southwest Quarter of Section 11, Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington lying South of C.H. Van Brocklin Rd.

EXHIBIT B

LEGAL DESCRIPTION OF TRANSPORTATION PROPERTY

The North Half of the Southwest Quarter of the Southwest Quarter of Section 11,
Township 26 North, Range 5 East, Willamette Meridian, in King County, Washington.
(Also being known as King County Boundary Line Adjustment No. L06L0074, recorded
under recording No. 20061025900009).

EXHIBIT C

ILLUSTRATION OF EASEMENT

