

Attachment "B"

2003.149

14673

WAIVER OF LIABILITY AND HOLD HARMLESS COVENANT

GRANTOR: Bryan R. Loveless, Gail D. Loveless, and James A. Knutson

GRANTEE: King County

LEGAL DESCRIPTION:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 8, DISTANT 440 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION;
THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 8 534.78 FEET TO THE EASTERLY MARGIN OF 107TH PLACE NE;
THENCE NORTH 37° 27' 34" WEST ALONG SAID EASTERLY MARGIN 44.81 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 37° 27' 34" WEST ALONG SAID EASTERLY MARGIN 36.60 FEET;
THENCE SOUTH 44° 06' 19" WEST 7.70 FEET;
THENCE SOUTH 45° 53' 41" EAST 16.22 FEET;
THENCE SOUTH 14° 06' 19" WEST 3.50 FEET;
THENCE SOUTH 45° 53' 41" EAST 8.65 FEET;
THENCE NORTH 74° 06' 19" EAST 3.50 FEET;
THENCE SOUTH 45° 53' 41" EAST 7.82 FEET;
THENCE NORTH 44° 06' 19" EAST 2.33 FEET TO THE TRUE POINT OF BEGINNING.

TAX PARCEL NUMBER(S): 0826059213

Bryan R. Loveless, Gail D. Loveless, and James A. Knutson ("Grantor") hereby covenants and agrees as follows:

1. Grantor is the owner in fee simple of the following real property situated in King County, Washington ("Grantor's Property"):

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 8, DISTANT 440 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION;
THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 8 A DISTANCE OF 448 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING WEST, PARALLEL TO THE SOUTH LINE OF SAID SECTION, 130 FEET TO THE CENTERLINE OF COUNTY ROAD (IRON PIPE PLANTED 22.5 FEET EAST FROM SAID ROAD CENTERLINE);
THENCE NORTHWESTERLY ALONG SAID ROAD CENTERLINE TO ITS INTERSECTION WITH THE EAST AND WEST CENTERLINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID

SECTION 8;
THENCE EAST ALONG SAID EAST AND WEST CENTERLINE A DISTANCE OF 340 FEET;
THENCE IN A SOUTHERLY DIRECTION 222 FEET, MORE OR LESS, TO THE TRUE POINT OF
BEGINNING;
EXCEPT THAT PORTION LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHEAST CORNER OF SAID DESCRIBED MAIN TRACT;
THENCE SOUTHERLY ALONG THE EASTERLY LINE THEREOF 60 FEET TO THE TRUE POINT OF
BEGINNING OF THIS DESCRIBED LINE;
THENCE SOUTHWESTERLY PASSING THROUGH THE SOUTHWEST CORNER OF THE NORTH 90 FEET
OF THE EAST 152 FEET OF THE ABOVE DESCRIBED MAIN TRACT AND CONTINUING BEYOND IN A
STRAIGHT LINE TO THE CENTERLINE OF SAID COUNTY ROAD AND THE TERMINUS OF SAID
DESCRIBED LINE;
EXCEPT THE SOUTH 22 FEET THEREOF;
EXCEPT COUNTY ROAD.

2. Grantor acknowledges that the building located on Grantor's Property encroaches upon the King County road right-of-way of 107th Place Northeast. Said right-of-way is improved and has a public road thereon. Grantor requested pursuant to Chapter 36.87 RCW and Chapter 14.40 King County Code that King County vacate a portion of said road right-of-way ("the Vacation Area") in order to cure the encroachment, King County Vacation File Number V-2437 ("the Vacation"). The Vacation Area is more particularly described as follows:

THAT PORTION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 26 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 8,
DISTANT 440 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION;
THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID SECTION 8 534.78 FEET TO THE EASTERLY
MARGIN OF 107TH PLACE NE;
THENCE NORTH 37° 27' 34" WEST ALONG SAID EASTERLY MARGIN 44.81 FEET TO THE TRUE POINT
OF BEGINNING;
THENCE CONTINUING NORTH 37° 27' 34" WEST ALONG SAID EASTERLY MARGIN 36.60 FEET;
THENCE SOUTH 44° 06' 19" WEST 7.70 FEET;
THENCE SOUTH 45° 53' 41" EAST 16.22 FEET;
THENCE SOUTH 14° 06' 19" WEST 3.50 FEET;
THENCE SOUTH 45° 53' 41" EAST 8.65 FEET;
THENCE NORTH 74° 06' 19" EAST 3.50 FEET;
THENCE SOUTH 45° 53' 41" EAST 7.82 FEET;
THENCE NORTH 44° 06' 19" EAST 2.33 FEET TO THE TRUE POINT OF BEGINNING.

3. The Vacation results in ownership of the Vacation Area being vested in Grantor, his successors and assigns, free and clear of King County's right-of-way interest in the Vacation Area.

4. In consideration for King County's approval of the Vacation, Grantor, for himself, his successors and assigns, including without limitation the purchasers and subsequent owners of Grantor's Property and the Vacation Area (collectively referred to hereafter as "the Owners"):

4.1 hereby waive any right to assert any claim against, and release and discharge, King County, its appointed and elected officials, agents and employees, its successors and assigns, including, without limitation, any municipality that succeeds to ownership of the right-of-way of 107th Place

Northeast by virtue of annexation or incorporation, and their officials, agents and employees (collectively referred to hereafter as **"the Jurisdiction Controlling the Right-of-Way"**), for all claims the Owners may have, now and in the future, for loss, damages to persons or property, or other liability, against the Jurisdiction Controlling the Right-of-Way, either directly or indirectly caused by, related to, or arising out of the Vacation or the Owners' ownership and/or occupation of the Vacation Area, except only to the extent that such claims may be caused by, related to, or arise out of the negligence of the Jurisdiction Controlling the Right-of-Way; and

4.2 to the maximum extent permitted by law, shall protect, defend, indemnify and hold harmless the Jurisdiction Controlling the Right-of-Way from and against liability for all claims, demands, liability, loss, suits, damages and judgments, including attorneys' fees and costs and expenses of defense thereof (collectively referred to hereafter as **"Liability Assertions"**), asserted by third parties against the Jurisdiction Controlling the Right-of-Way, now and in the future, either directly or indirectly caused by, related to, or arising out of the Vacation or the Owners' ownership and/or occupation of the Vacation Area, except only to the extent that such Liability Assertions may be caused by, related to, or arise out of the negligence of the Jurisdiction Controlling the Right-of-Way. If such Liability Assertions are caused by, related to, or arise out of the concurrent negligence of the Owners, or their employees and agents, and the Jurisdiction Controlling the Right-of-Way, this indemnification shall be valid and enforceable only to the extent of the negligence of the Owners and their employees and agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the Owners' immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the Jurisdiction Controlling the Right-of-Way only, and only to the extent necessary to provide the Jurisdiction Controlling the Right-of-Way with a full and complete indemnity of claims made by the Owners' employees and agents. The Grantor acknowledges that these provisions were specifically negotiated and agreed by him. The Jurisdiction Controlling the Right-of-Way shall have the right, at its option, to participate in any third-party suit, and the Owners shall cooperate with the Jurisdiction Controlling the Right-of-Way as reasonably required.

5. The claims described in section 4.1 and the Liability Assertions described in section 4.2 include, but are not limited to, those which may be occasioned by the establishment, construction, maintenance, regulation or use of roads/streets and/or drainage systems within the right-of-way of 107th Place Northeast, above or below ground utility location within said right-of-way, requirements for setbacks from the right-of-way or the public road/street thereon, or any other municipal use, or municipally permitted use, of the right-of-way of 107th Place Northeast.

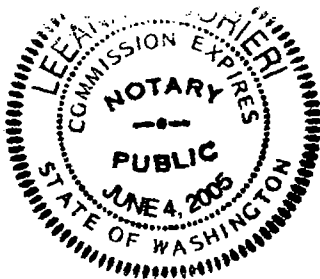
6. Nothing contained herein shall affect the jurisdiction of the Jurisdiction Controlling the Right-of-Way over its road/street rights-of-way or its powers, rights and privileges to manage, control, perform work upon or regulate the use of its roadway/street, right-of-way or appurtenant drainage facilities.

7. In the event it is necessary for the Jurisdiction Controlling the Right-of-Way to incur attorneys' fees, legal expenses, or other expenses or costs to enforce the provisions of this covenant, all such fees, expenses, and costs shall be recoverable from the Owners.

8. This covenant runs with the land and exists for the benefit of, and may be enforced by, the Jurisdiction Controlling the Right-of-Way.

9. This covenant shall be effective upon King County's approval of the Grantor's vacation petition, King County Vacation File Number V-2437. In the event King County does not approve said vacation petition, this covenant shall be null and void and shall have no legal effect.

DATED this 4th day of October, 2002.



Bryan R. Loveless
Bryan R. Loveless

Gail D. Loveless
Gail D. Loveless

James A. Knutson
James A. Knutson

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Bryan R. Loveless, Gail D. Loveless and James A. Knutson**, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 4th day of October, 2002.

Leeann Tesorieri NOTARY
PUBLIC in and for the State of Washington Printed Name: Leeann Tesorieri Residing
at: Bothell My commission expires: 6/4/05

(Affix notary stamp within above area.)