

6

18493

1

March 29, 2017

RDE → Passed

wsh

Sponsor: Dembowski

Proposed No.: 2017-0067

1 **AMENDMENT TO PROPOSED ORDINANCE 2017-0067, VERSION 2**

2 On page 2, delete lines 20 through 24, and insert:

3 "SECTION 1. The council authorizes the executive to grant to the city of
4 Redmond an easement for road and utility purposes, substantially in the form of
5 Attachment A to this ordinance, but only after the department of natural resources and
6 parks approves the design and construction process for the Plans and City Project, as
7 those terms are defined in the easement. Subsequent to that approval, the executive may
8 take all actions necessary to execute and implement the easement."
9

10 Delete Attachment A, Easement, dated March 17, 2017, and insert Attachment A,
11 Easement, dated March 29, 2017.

12
13 **EFFECT:**

14 **Executive may only execute the easement if the department of natural resources and**
15 **parks approves the Plans and the City Project design and construction process.**

16
17 **Would replace the Easement (Attachment A) with a version that adds the**
18 **underlined text to Section 1.1:**

19 1.1. Road and Trail Design and Construction Compatibility. The Plans and the City
20 Project design and construction process shall be coordinated with and approved by the
21 County to ensure compliance with City road standards and County trail standards,
22 including but not limited to the American Association of State Highway and Transportation
23 Officials (AASHTO) Guide for the Development of Bicycle Facilities, 4th Edition 2012, as
24 amended, and signage meeting the standards of the Federal Highway Administration's
25 Manual of Uniform Traffic Control Devices (MUTCD), and also with County trail
26 construction, use, and maintenance schedules. Such approval shall not be unreasonably
27 withheld.
28

ATTACHMENT A
EASEMENT, DATED MARCH 29, 2017

When recorded return to:

King County Real Estate Services
Room 830 King County Administration Building
500 Fourth Avenue
Seattle, WA 98104

Grantor-- King County, Washington
Grantee-- City of Redmond, Washington
Legal ---- Portions of the SW Quarter of the SW Quarter, Section 7, and the SE Quarter of the SE Quarter, Section 12, Township 25N, Range 5E, W.M., King County, WA (abbreviated); additional legal description on Exhibits A and C, attached.
Tax Acct - 072506-9126 and 122505-9265

Related Accounts:

ROAD AND UTILITY EASEMENT

A. RECITALS

1. King County (the County), a home-rule charter county and political subdivision of the State of Washington, is the owner of certain real property situated in King County, Washington, identified as Tax Parcel Number 072506-9126 and 122505-9265 (the "Property").
2. The CITY OF REDMOND, a Washington municipal corporation and code city with a mayor-council form of government (the City) desires to acquire an access easement for road purposes and for driveway ingress and egress over portions of the Property, as described in Exhibits A and C and illustrated in Exhibits B and D, and also to acquire a utility easement over the portions of the Property described in Exhibits A and C and illustrated in Exhibits B and D. The purposes for which the City wishes to use these access and utility easement rights are referred to herein as the "City Project."
3. The County and the City are sometimes referred to herein collectively as the "Parties" and individually as a "Party."
4. The County is willing to grant an access and utility easement on a portion of the Property subject to the terms and conditions set forth in this easement; and the City is willing to accept the same.

B. GRANT OF EASEMENT

1. NOW, THEREFORE, subject to the terms and conditions set forth in this Easement, and in consideration of \$10 and other consideration, the receipt and adequacy of which is acknowledged, King County hereby grants to the City of Redmond, its successors and assigns, the permanent, nonexclusive easements, subject to the limitations in Article C.2, described and illustrated in Exhibits A through D (“Easement Area”) for the purposes of constructing, reconstructing, installing and repairing and maintaining a public road, sidewalks, public and private utilities (including but not limited to underground electric, water, sewer, storm, gas, telephone, cable television and other telecommunications), on, through, under, along, and across those certain parcels of land situated in King County, Washington, legally described on Exhibits “A” and “C” and illustrated on Exhibits “B” and “D”.
2. The easement rights granted by this easement agreement (the Easement) include the right to make all necessary slopes for cuts and fills upon Property on each side of any driveway or road which is now, or may be constructed hereafter on the Property, in conformity with those certain 100% construction plans and specifications for road or driveway purposes identified as plan set record drawings index no. 16-0170 dated August 8, 2016, which plans are on file with the Parties (the “Plans”) This Easement is appurtenant to and for benefit of the real property, property interests, and related improvements that make up the City of Redmond street and utility system.
3. This Easement is granted upon subject to the City’s acceptance and continuing compliance with the following terms and conditions:

C. TERMS AND CONDITIONS

1. **General Limitations on Grant of Easement; Relinquishment and Extinguishment.**
 - 1.1. Road and Trail Design and Construction Compatibility. The Plans and the City Project design and construction process shall be coordinated with and approved by the County to ensure compliance with City road standards and County trail standards, including but not limited to the American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities, 4th Edition 2012, as amended, and signage meeting the standards of the Federal Highway Administration’s Manual of Uniform Traffic Control Devices (MUTCD), and also with County trail construction, use, and maintenance schedules. Such approval shall not be unreasonably withheld.
 - 1.2. Non-exclusivity. This is a non-exclusive access and utility easement. The County reserves all rights to use and to regulate the road or driveway identified in the Plans and

- the Easement Area for motorized and non-motorized forms of transportation, for site maintenance and management purposes, and for all other lawful purposes of the County.
- 1.3. City's Duty to Repair Damage. The City may not damage, or allow others to damage any part of the Easement Area except as may be contemplated in conformance with the Plans as approved by the County. If, in exercising their rights under this Easement, or as a result of the City Project or any related use by the City or its successors or assigns, the City or its successors or assigns damage or disturb the Property then the City shall restore the Easement Area and any other damaged portions of the Property to the same or better condition as existed immediately prior to such damage.
 - 1.4. City to Bear All Project Costs. As between the Parties, the City shall have sole responsibility for, and shall bear all cost and expense of design, construction, operation, maintenance, repair, restoration, improvements of any road or utility improvements the City may choose to make in the Easement Area in connection with the City Project, and King County expressly disclaims and rejects any duty or obligation to pay for or to execute the same, save and except to the extent that the County's own separate actions or projects may affect the City's improvements in the Easement Area.
 - 1.5. City Project to Comply with Applicable Laws and Regulations. As between the Parties, the City shall be solely responsible to obtain and comply with any and all needed permits, approvals, terms and conditions that may be required by any agency with jurisdiction and to pay all fees and costs associated with any work, design, construction, operation and maintenance, or repair undertaken by the City in connection with this Easement, including but not limited to any permits or other authorizations that may be required by King County or the State of Washington. The grant of use rights under this Easement does not relieve the City of its duty to comply with all applicable laws and regulations concerning the activities and improvements contemplated in this Easement, and this Easement shall not be interpreted or construed to authorize the City to undertake any of those activities or improvements. Without limiting the use rights granted under the terms and conditions of this Easement, the County specifically negates and disclaims any warranty or representation, whether express or implied, that any agency with jurisdiction has granted or will grant permission for the City to undertake the City Project or any of the activities or improvements contemplated in this Easement.
 - 1.6. City Right to Relinquish Easement. The City may relinquish this Easement at any time by executing a notice of relinquishment releasing all interest in this Easement and the Easement Area, recording the notice in the real property records of King County, and mailing a copy of the recorded notice to the County at the addresses specified in Article 10. PROVIDED, that relinquishment shall not relieve the City of any duty arising under or relating to this Easement on or before the recording date of the relinquishment notice.
- 2. Railbanking and Freight Rail Reactivation.**
- 2.1 The City acknowledges that the Property, together with the remainder of the East Lake Sammamish Trail and certain other property collectively referred to as the Redmond –

Issaquah Line from milepost 7.3 to milepost 19.75 and formerly owned by BNSF Railway Company, has been "Railbanked" under 16 U.S.C. §1247(d) and its implementing regulations, including but not limited to 49 C.F.R. §1152.29 (collectively, the "Railbanking Legislation"). The City further acknowledges that pursuant to that certain Notice of Interim Trail Use issued by the Surface Transportation Board in STB Docket No. AB-6 (Sub-No. 380X) (Service Date September 18, 1998), the County is the designated Interim Trail User for the Redmond – Issaquah Line from milepost 7.3 to milepost 18.2, which status subjects the County to certain legal obligations under the Railbanking Legislation and related to the Property (the "Railbanking Obligations"), including but not limited to trail-related obligations.

- 2.2 In light of the Property's railbanked status, all utility crossings within fifteen feet (15') of the centerline of the former railbed shall meet current railroad standards.
- 2.3 The City acknowledges that the City Project will modify the Property. The City acknowledges that such modification could, potentially, result in King County (as the Interim Trail User) being obligated to bear costs or expenses to restore or improve the Property for reactivated freight rail service ("Reactivation Costs").
- 2.4 In consideration of these potential future impacts of the City Project, the City hereby agrees that if the County is required as a result of its Railbanking Obligations to bear Reactivation Costs, then the City shall indemnify King County for all costs or expenses reasonably necessary to satisfy the County's Railbanking Obligations that the County would not have incurred but for construction of the City's Project on the Property; provided, however, that the City is not required to indemnify the County to the extent that such additional costs or expenses are paid or required to be paid, in whole or in part, by the person or entity requesting reactivation of freight rail service or by another third party.
- 2.4 The City further understands, acknowledges, and agrees that reactivation of interstate freight rail service may require the City, at the City's sole cost and expense, to modify, relocate, demolish, or remove any improvements or betterments that the City or its successors, assigns, or franchisees may make in, on, or to the Property. Alternatively, the City may negotiate with the person or entity that reactivates freight rail service to accommodate the City's continued exercise of its easement rights in the Property.

3. INDEMNITY.

- 3.1 The City shall indemnify, defend, and save harmless the County and its officers, agents, employees, successors, and assigns, from and against any and all liability, including any and all suits, claims, actions, administrative proceedings, losses, costs, penalties, response costs, attorneys' fees, expert witness fees, injuries, or damages of whatsoever kind or nature (collectively, "claims"), arising out of or relating to: (i) the City Project; (ii) or the City's exercise of the use rights and privileges granted under this Easement; (iii) the City's performance of, or failure to perform, its duties and obligations under this Easement; or (iv) the City's negligent or intentional acts or omissions in connection with

this Easement, the City Project, or the Property. The City's obligations under this Section C.3.1 include the duty to promptly accept tender of defense and to provide defense to the County at the City's own expense for any claim covered by this Section C.3.1.

3.2 The indemnification in Section C.3.1 is specifically and expressly intended to include, but is not limited to, all claims against the County by the City's respective employees, former employees, consultants, contractors, or subcontractors; and the City expressly waives, as respect the County only, all immunity and limitation on liability under any industrial insurance act including Title 51 RCW, to the extent necessary to provide the County with a complete indemnity for the actions of the City's officers, agents, employees, consultants, contractors, subcontractors or any of their respective officers, agents or employees. This indemnification has been the subject of specific negotiation between the Parties.

3.3 In the event it is determined that R.C.W. 4.24.115 applies to this Easement or the City Project or the other City activities contemplated herein, the City agree to defend, hold harmless, and indemnify the County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the County to the full extent of the City's negligence.

3.4 If the County incurs attorneys' fees, legal expenses, or other costs to enforce the provisions of this Article C.3 and if the County is successful in enforcing the provisions of this Article C.3, then all such fees, expenses, and costs shall be recoverable from the City.

4. CONDITION OF PROPERTY; ENVIRONMENTAL MATTERS.

4.1 The City understands, acknowledges, and agrees that the County has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts, or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property and the Easement Area, including without limitation all matters pertaining to Hazardous Material as defined in Section C.4.2. By executing this Easement, the City agrees that it accept the condition of the Easement Area and the Property "AS IS, WHERE IS."

4.2 For purposes of this Easement, the term "Environmental Law" shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. ("RCRA"); the Washington State Model Toxics Control Act, RCW ch. 70.105D ("MTCA"); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water

Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Easement, the term “Hazardous Material” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

- 4.3 At its own cost and expense, the City shall comply with any existing or hereafter enacted Environmental Law that affects the City’s activities in, on, or in connection with the Easement Area. The City shall be solely responsible to obtain all required permits and approvals before commencing any work in or on the Easement Area and to make all necessary submissions to appropriate agencies charged with enforcing Environmental Law that may affect the City’s use of or activities in, on, or in connection with the Easement Area.
- 4.4 In addition to all other indemnities provided in this Easement, the City shall defend, indemnify, and hold the County harmless from any and all claims, causes of action, regulatory demands, liabilities, fines, penalties, losses, and expenses, including without limitation all investigation, cleanup, or other remedial costs (and including attorneys’ fees, costs, and all other reasonable litigation expenses when incurred and whether incurred in defense of actual litigation or in reasonable anticipation of litigation) arising from either (i) the placement, release, or use by the City (or their respective officers, agents, contractors, subcontractors, or invitees) of any Hazardous Material on the Easement Area, the Property or that portion of the City’s streets and utilities directly abutting on the Easement Area; or (ii) the migration of any such Hazardous Material from the Easement Area or that portion of the City’s streets and utilities directly abutting on the Easement Area to other properties or the surrounding environment.
- 4.5 The provisions of this Article C.4 are in addition to, and not in place of, the City’s indemnity duties under Article C.3

5. INSURANCE.

- 5.1 The City shall maintain commercially reasonable insurance to protect its interests and the County’s interests to the extent they may be affected by this Easement and the activities and uses contemplated herein. This insurance requirement may be met through a program of self-insurance or participation in a risk-sharing pool. The City shall provide written proof of commercially reasonable insurance upon demand of the County. King County reserves the right to review such insurance policies for adequacy.

5.2 The City shall require its contractors and subcontractors of all tiers to name King County as an additional insured on any insurance policy that may apply to any work performed on the Easement Area or in connection with the City Project. The County may request certificates of insurance or copies of insurance policies from any contractors and subcontractors of all tiers that perform work on the Easement Area or in connection with the City Project. The County, after its review of such insurance certificates or policies, may require adjustments with regard to limits, scope and types of insurance to be provided by the City's contractors and subcontractors; provided however, such adjustments shall be in accordance with reasonably prudent risk management practices and road and utility construction insurance industry standards. The City shall require its contractors and subcontractors to supply insurance in conformance with the County's adjustments.

5.3 The insurance-related obligations contained in this Article C.5 shall survive the expiration, assignment, transfer, abandonment or termination of this Easement and the easement rights and restrictive covenants granted hereunder.

5.4 Failure to maintain the insurance required under this Article C.5 shall constitute a material default by the City under this Easement.

6. DISPUTE RESOLUTION.

6.1 The Parties agree to negotiate in good faith to resolve any disputes arising under this Agreement so that the purposes of this Agreement are not frustrated, and before seeking to resolve disputes in a court of law or any other forum. Neither Party may seek relief in a court of law until and unless the dispute resolution process set forth in this Article C.6 has been completed in good faith.

6.2 The Parties shall designate representatives for purposes of managing this Agreement and the dispute resolution process under this Article C.6. The Parties' Designated Representatives shall be the persons identified in Article C.7 to receive notice for the County and for the City respectively, or such other persons as they may designate in writing from time to time by giving notice. The Parties' Designated Representatives shall communicate regularly to discuss the status of the tasks and services to be performed and to prevent disputes from arising.

6.3 If a dispute arises, then

Step One: The Parties' Designated Representatives shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either Party.

Step Two: If the Parties' Designated Representatives are unable to resolve the dispute within ten (10) business days, either Party may refer the dispute to the City's Planning Director and the County's Parks Division Director or their

designees. The City's Planning Director and the County's Parks Division Director shall confer and attempt to resolve the dispute within ten (10) business days of receiving the referral. The conference may be in person or by other means, such as telephone conference, videoconference, etc.

- 6.4 If the Parties cannot resolve the dispute utilizing the process in Section C.6.3, the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall split the mediator's fees, costs and expenses on an equal basis. Each Party shall pay its own costs to prepare for the mediation, including any attorney fees or costs. If additional parties participate in the mediation then each participant shall pay an equal share of mediator's fees, costs and expenses, such share to be calculated by dividing the mediator's total charges by the number of parties participating. Mediation shall not be a prerequisite to litigation.
- 6.5. During the course of conflict or dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Easement.
- 6.6 The following provisions of this Easement are not subject to dispute resolution under this Article C.6:
- A. Section C.1.6, regarding relinquishment;
 - B. Article C.3 regarding indemnities;
 - C. Article C.4 regarding environmental matters;
 - D. Article C.5 regarding insurance; and
 - E. Article C.8 regarding default.
 - F. Section C.8.3 regarding liens.

7. NOTICE

- 7.1 Any and all notices or other communications required or permitted to be given under any of the provisions of this Easement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier, or two (2) days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested.
- 7.2 All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as the Parties may specify by notice and given as provided herein:

If to the COUNTY: Director, Parks and Recreation Division
King County Department of Parks and Recreation
KSC-NR-0700
201 South Jackson Street
Seattle, Washington 98104-3856

With a copy to: Manager, Real Estate Services

500 Fourth Avenue
ADM-ES-0500
Seattle, WA 98104

If to the City:

Planning Director
City of Redmond
15670 NE 85th Street
P.O. Box 97010
M/S: 4SPL
Redmond, WA 98073-9710

8. OTHER TERMS AND CONDITIONS.

- 8.1 The City may not assign or transfer this Easement or any interest or rights therein, nor delegate its duties under this Easement, nor shall this Easement or any interest thereunder be assignable, delegable or transferable by operation of law, or by any process or proceeding of any court or otherwise without obtaining the prior written consent of the County, which consent shall not be unreasonably withheld. If the County gives its consent to any assignment, delegation, or other transfer, this Section C.8.1 shall nevertheless continue in full force and effect, and no further assignment, delegation, or other transfer shall be made without the County's consent. No assignment or transfer shall release the City of its obligations under this Easement.
- 8.2 The City shall pay, as they become due and payable, all applicable taxes and all fees, charges and expenses for licenses and/or permits required for or occasioned by the City Project or the City's use of the Easement Area.
- 8.3 The City acknowledges that the County may not, and shall not, be subject to claims or liens for labor or materials. The City shall keep the Easement Area and any other property of the County free of any liens for any providers of work, labor, material or services claiming by, through or under the City. The City shall indemnify, defend and hold the County harmless from and against any such claims or liens, and the County's attorney's fees and costs incurred in connection therewith. If such a lien is filed, it shall be discharged of record by the City within ten (10) days after notice of filing by bonding, payment or other arrangement satisfactory to the County. Failure to comply with this Section C.8.3 shall be a material breach of this Easement.
- 8.4 The County and the City shall not discriminate on the basis of race, color, sex, religion, nationality, gender identity or expression, creed, marital status, sexual orientation, age or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits associated with this Easement. The County and the City shall comply fully with all applicable federal, state and local laws, executive orders and regulations, which prohibit such discrimination. These laws include, but are not limited to, King County

Charter Section 840, Chapter 49.60 of the Revised Code of Washington, and Titles VI and VII of the Civil Rights Act of 1964.

- 8.5 If any provision of this Easement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable unless striking such provision materially alters the intention of the Parties. If a court finds that any provision of this Easement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 8.6 The failure of either Party to enforce any provision of this Easement shall not be construed as a waiver or limitation of that Party's right subsequently to enforce and compel strict compliance with every provision of this Easement.
- 8.7 To the extent consistent with its terms, the right, conditions, and provisions of this Easement shall inure to the benefit of and binding upon the heirs, executors, administrators, and successors and assigns of the Parties.
- 8.8 No provision of this Easement shall preclude the County from pursuing any other remedies, in law or equity, for the City's failure to perform its obligations.
- 8.9 The following provisions of this Easement shall survive the relinquishment, extinguishment, termination, or expiration of this Easement for any event occurring prior to or on the date of such relinquishment, extinguishment, termination, or expiration: Article C.2, regarding railbanking; C.3, regarding indemnities; Article C.4, regarding environmental matters; and Article C.5, regarding insurance.
- 8.10 The captions in this Easement are for convenience only and do not in any way limit or amplify the provisions of the Easement. Words of any gender used in this Easement shall include any other gender, and words in the singular number shall include the plural, and vice versa, unless the context requires otherwise.
- 8.11 This Easement (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Easement and signed by all Parties hereto. All other agreements between the Parties regarding the subject matter of this Easement, whether oral or written, or express or implied, are hereby terminated and no longer applicable from and after the date this Easement is executed by the County.
- 8.12 The Parties to this Easement execute and implement this Easement solely as grantor and grantee of an easement. No partnership, joint venture, or joint undertaking of the Parties shall be construed from this Easement. This Easement creates no right, privilege, obligation, duty, or cause of action in any person or entity not a party to it. Nothing in this Easement shall be interpreted or applied to limit the police or governmental powers

of King County or the City of Redmond.

- 8.13 This Easement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Washington, without giving effect to its conflicts of law or choice of law provisions. The Superior Court of King County, Washington shall have the exclusive jurisdiction and venue of any litigation arising out of or relating to this Easement. Except as otherwise provided by the express terms of this Easement, if the Parties litigate any controversy, claim, or dispute arising out of or relating to this Easement, then each Party shall be solely responsible for the payment of its own legal expenses, including but not limited to, attorney's fees and costs.
- 8.14 This Easement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties, and the language in all parts of this Easement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. Both Parties acknowledge and represent, as an express term of this Easement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Easement.
- 8.15 The following exhibits to this Easement are incorporated by this reference as if fully set forth herein:

Exhibit A – Legal Description of Easement Area 1
Exhibit B – Illustration of Easement Area 1
Exhibit C – Legal Description of Easement Area 2
Exhibit D – Illustration of Easement Area 2

EXECUTED by King County and ACCEPTED by the City of Redmond effective as of the dates set forth below.

City of Redmond

King County

APPROVED FOR FORM:

Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of **KING COUNTY**, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of **KING COUNTY**, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

Dated: _____.



(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____, to me known to be the _____ of **THE CITY OF REDMOND**, the _____ that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of **THE CITY OF REDMOND**, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument.

Dated: _____.

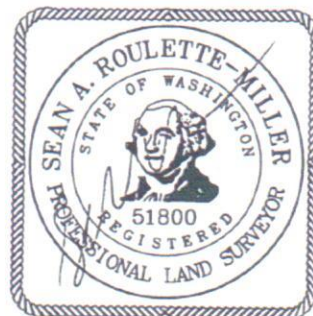


(Use this space for notarial stamp/seal)

Notary Public
Print Name _____
My commission expires _____

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA 1

THAT PORTION OF THE FORMER BURLINGTON NORTHERN & SANTA FE RAILWAY COMPANIES (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 100.00 FOOT WIDE RIGHT OF WAY IN SOUTHWEST QUARTER OF SECTION 7 TOWNSHIP 25 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;
THENCE NORTH 00°56'04" EAST, ALONG THE WEST LINE OF SAID SUBDIVISION 1157.58 FEET, TO THE INTERSECTION WITH THE SOUTHWESTERLY LINE OF SAID RIGHT OF WAY;
THENCE SOUTH 35°20'42" EAST, ALONG SAID SOUTHWESTERLY LINE, 478.00 FEET, TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 35°20'42" EAST, ALONG SAID SOUTHWESTERLY LINE, 60.00 FEET;
THENCE NORTH 54°39'18" EAST 77.00 FEET;
THENCE SOUTH 80°20'42" EAST 32.53 FEET, TO A POINT ON THE NORTHEASTERLY LINE OF SAID RIGHT OF WAY;
THENCE NORTH 35°20'42" WEST, ALONG SAID NORTHEASTERLY LINE, 106.00 FEET;
THENCE SOUTH 09°39'18" WEST 32.53 FEET, TO A POINT THAT BEARS NORTH 54°39'18" EAST FROM THE POINT OF BEGINNING;
THENCE SOUTH 54°39'18" WEST 77.00 FEET, TO THE POINT OF BEGINNING.



4-13-16

Containing 6,529 Square Feet

EXHIBIT B
ILLUSTRATION OF EASEMENT AREA 1

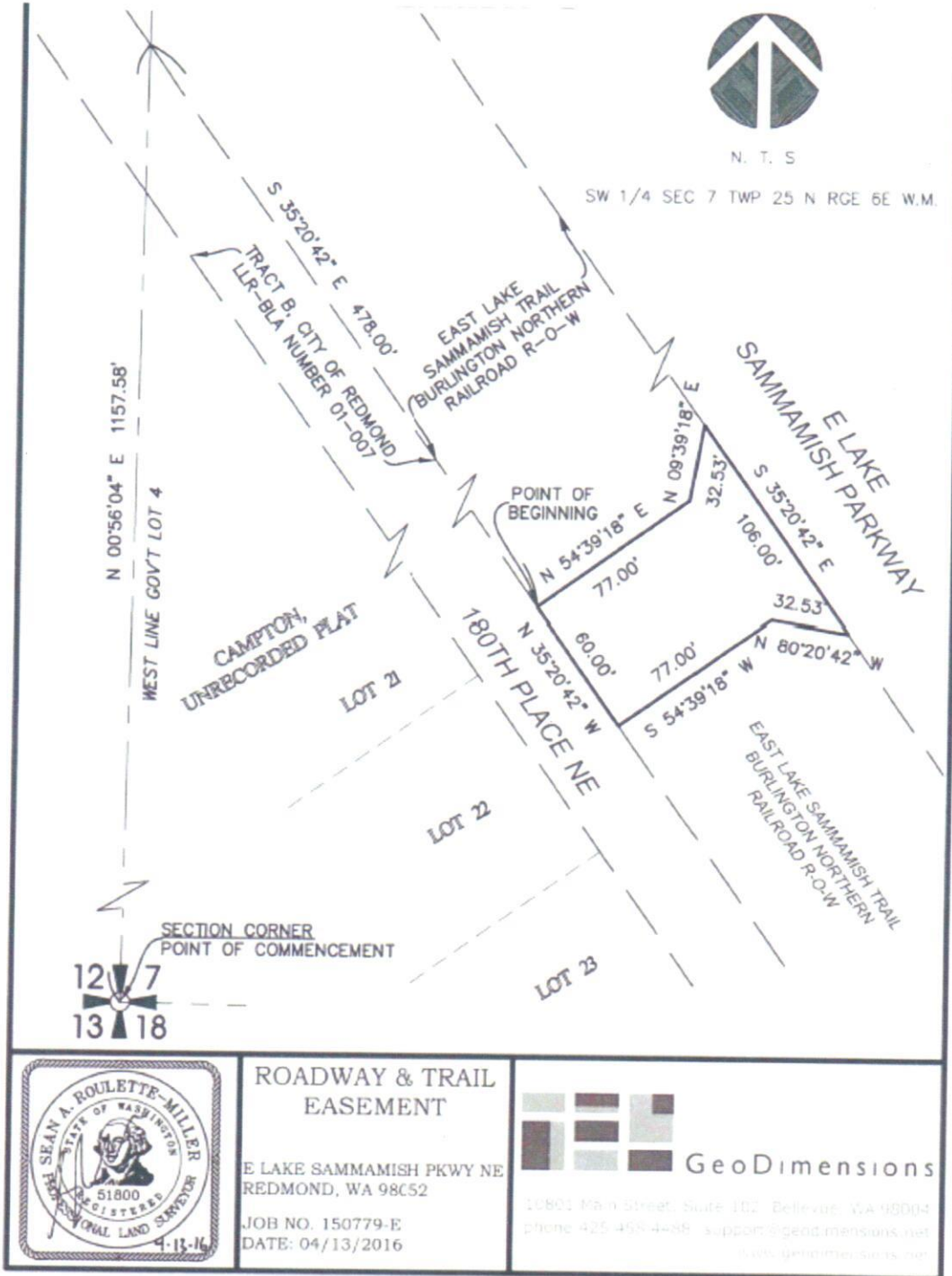


EXHIBIT C
LEGAL DESCRIPTION OF EASEMENT AREA 2

LEGAL DESCRIPTION

THAT PORTION OF THE FORMER BURLINGTON NORTHERN & SANTA FE RAILWAY COMPANIES (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 100.00 FOOT WIDE RIGHT OF WAY IN SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 25 NORTH, RANGE 6 EAST, AND IN THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 25 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:
COMMENCING AT SOUTH 1/16TH CORNER COMMON TO SAID SECTIONS 7 AND 12 (ALSO KNOWN AS THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7), SAID CORNER BEING AN ANGLE POINT ON THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 65TH STREET AS SHOWN ON KING COUNTY ROAD ENGINEER SURVEY NUMBER 12-25-5-3;
THENCE SOUTH 75°47'08" WEST, ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID NORTHEAST 65TH STREET, A DISTANCE OF 22.68 FEET, TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 75°47'08" WEST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 75.31 FEET, TO AN INTERSECTION WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID FORMER BURLINGTON NORTHERN & SANTA FE RAILWAY COMPANIES (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) 100.00 FOOT WIDE RIGHT OF WAY;
THENCE SOUTH 35°20'42" EAST, ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, 190.56 FEET;
THENCE NORTH 05°20'42" WEST 30.00 FEET;
THENCE NORTH 35°20'42" WEST 47.41 FEET;
THENCE NORTH 03°48'34" WEST 105.63 FEET, TO THE POINT OF BEGINNING.

Containing 1,614 Square Feet

EXHIBIT D
ILLUSTRATION OF EASEMENT AREA 2

