

**AMENDMENT 1 TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

The undersigned parties, **KING COUNTY**, a political subdivision of the State of Washington (the “Seller”) and the **CITY OF AUBURN**, a municipal corporation and noncharter code city with a council-mayor form of government organized pursuant to RCW Title 35A (the “Buyer”). (the “Buyer”), hereby agree to amend that certain Real Estate Purchase and Sale Agreement between the Parties with the Effective Date of November 24, 2021 (the “Agreement”). This “Amendment 1” shall be effective as of the date it has been fully executed by both Parties.

RECITALS

A. Under the Agreement, Seller has agreed to sell and Buyer has agreed to buy a certain portion of the AUBURN PARKAND- RIDE, also known as Lot “1” more fully described in the Agreement (the “Property”).

B. In accordance with Section 12.5 of the Agreement, the Parties wish to amend the Agreement.

THEREFORE, for valuable consideration, the Parties hereby mutually agree as follows:

1. To delete the text of Section 2.3.4(c) and replace it with:

“Beginning eighteen (18) months after the Closing Date, and thereafter annually for so long as Buyer both owns the Property and the Property is connected to Seller’s storm and surface water system (“storm/surface water system”), upon Seller’s written demand (including supporting documentation for the annualized cost), Buyer shall pay to Seller a share of Seller’s annualized cost to maintain those certain storm/surface water facilities that serve both the Auburn Park-and-Ride and a portion of the Property. Buyer’s share of Seller’s annualized cost shall be determined by multiplying Seller’s annualized cost to maintain the certain storm/surface water system by a fraction, the numerator of which is the square footage of the impervious surface of the Property area served by the storm/surface water system, and the denominator of which is the square footage of the impervious surface of all the properties served by that storm/surface water system.”
2. Section 2.3.6 was not used in the Agreement.
3. To delete Exhibit B-2, the Stormwater Maintenance Easement and Drainage Agreement, found at pages 29 through 46 of the Agreement, and replace it with Exhibit 1 to this Amendment 1 for execution at Closing.

4. Capitalized terms used in this First Amendment and not otherwise defined in this Amendment 1 have the same meanings as in the Agreement. Except as amended by this Amendment 1, the Agreement remains in full force and effect.

5 The provisions of Section 12.16, Counterparts, applies to this Amendment 1.

6. Exhibit 1, consisting of 18 pages, attached hereto is fully incorporated into this Amendment 1 by this reference.

EXECUTED on the dates set forth below.

Signatures on next page

EXECUTED on the dates set forth below.

SELLER: KING COUNTY

BUYER: Cit of Auburn

By: _____
Name: Anthony Wright
Title: Director, Facilities Management Division

By: _____
Name: Nancy Backus
Title: Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
KC Deputy Prosecuting Attorney

By: _____
Auburn City Attorney

Exhibit 1

**Stormwater Maintenance Easement and Drainage
Agreement**

(COVER SHEET)

Return Address:
City of Auburn
City Clerk
25 West Main
Auburn, WA 98001

Above this line reserved for recording information.

STORMWATER MAINTENANCE EASEMENT AND DRAINAGE AGREEMENT

Reference # (if applicable):	
Grantor:	CITY OF AUBURN
Grantee:	KING COUNTY
Legal Description/STR:	LOT 1, CITY OF AUBURN SHORT PLAT NO. SPL21-0008 UNDER KING COUNTY REC. NO XXXX
Assessor's Tax Parcel ID#(s):	

This Stormwater Maintenance Easement and Drainage Agreement (this "Agreement") is made and entered into this _____ day of _____, _____, by and between the CITY OF AUBURN, a municipal corporation of the State of Washington, (the "City" and the "Grantor") and KING COUNTY, a home rule charter county of the State of Washington (the "County" and the "Grantee"). The City and County are collectively referred to herein as the "Parties".

The City is the owner of that certain real property known as Lot "1", Legally described in **Exhibit A-1** and depicted in **Exhibit A-2** (the "City Property"), and the County is the owner of that certain real property known as Lot "2", Legally described in **Exhibit A-3** and depicted in **Exhibit A-4** (the "County Property") both being part of that certain subdivision; COA SPL21-0008 recorded under King County Recording No. _____, located in the City of Auburn, County of King, State of Washington.

The City and County previously executed that certain Public Transportation Easement Agreement and Restrictive Covenant, dated November 15, 2012, and recorded under King County Recording No. 20130124001777 (the "Previous Park and Ride Easement Agreement"), that among other things established an area of "joint-use facilities", benefitting a portion of certain real property known as "New Parcel A" under City of Auburn boundary line adjustment no. BLA 12-0003, King County Recording No. 20130124900008, said New Parcel A which was subsequently conveyed to Orion Industries and expanded to include additional real property under City of Auburn boundary line adjustment BLA 13-0004, King County Recording No. 20140203900004,

and now currently known as King County Parcel Number 0000800022 (the “Adjacent Benefitted Parcel”).

The City and County now desire to provide for certain rights and obligations affecting the City Property and the County Property on terms and conditions set forth herein.

The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

1. STORM DRAINAGE FACILITIES

The City Property contains County facilities that manage stormwater runoff (“County Stormwater Facilities”) a diagram of which is attached hereto as **Exhibit B** and incorporated herein by this reference. The County Stormwater Facilities serve the County Property and New Parcel A, as illustrated and defined under City of Auburn boundary line adjustment no. BLA 12-0003, King County Recording No. 20130124900008.

2. GRANT OF EASEMENT

The City hereby grants and conveys a non-exclusive permanent easement in, on, over, under, across, and through the area legally described in **Exhibit C-1** and depicted in **Exhibit C-2** (the “Easement Area”) to the County for the purposes of operating, accessing, improving, inspecting, repairing and maintaining the County Stormwater Facilities located on the City Property, and as more specifically set forth in Section 3 of this Agreement. This easement shall be a burden to the City Property and shall be a benefit to the County Property.

3. ACCESS and MAINTENANCE

County’s right of access to the Easement Area is subject to the following conditions: Unless an emergency situation exists, which shall entitle the County to immediate entry upon the Easement Area to address such emergency situation, County shall coordinate County’s access onto the Easement Area with the Auburn Airport office providing no less than 48 hours advanced notice. Notice can be given by contacting the Auburn Airport office either by phone or email. Along with proposed date of entry, County shall describe the purpose for entering upon the Easement Area and the intended work. The notice and described work is so that the Airport office can take the necessary precautions for alerting aircraft coming in and out of the Airport.

The County shall have the responsibility to maintain and repair the County Stormwater Facilities. Maintenance and repair must be in accordance with the Auburn City Code, including the City of Auburn Surface Water Management Manual, and Project As-Built Plans.

The County agrees to allow the City to enter the Easement Area for the limited purpose of inspecting, and if necessary repairing of the County Stormwater Facilities, including authorizing the City to utilize any necessary equipment to perform such inspections and repair, provided that in any such instance, prior to commencing any such repairs, the City shall provide the County notice and reasonable opportunity to commence such repairs, subject to the provisions for emergency repairs set forth immediately hereinbelow. The City will notify the

County in writing of any necessary maintenance. If the County fails to maintain the County Stormwater Facilities after being notified by the City, the County agrees the City may enter onto the Easement Area to perform emergency maintenance in the event that failure of the storm management plan elements may result in adverse impacts(s) on public facilities or private facilities of other property owners. At no time will the City have any ownership interest in the County Stormwater Facilities located within Easement Area. The County agrees to reimburse the City for the costs incurred by the City in maintaining and repairing the County Stormwater Facilities, plus an additional 10% for administrative and management fees. Should the City incur attorney's fees and/or costs in enforcing the agreement and/or in maintaining or collecting maintenance fees, the City agrees to pay reasonable attorney's fees and all costs incurred by the City. The City's sole obligation in the event of any damage, relocation, or disruption of the Easement Area by its employees, contractors, or agents shall be to re-establish existing grades and provide for adequate site stabilization.

Whenever County undertakes any work in the Easement Area, upon completion of such work County shall remove any debris and restore the surface of any disturbed portion of the area and any adjacent area that was disturbed to a condition reasonably comparable to its condition as it existed immediately before entry and/or commencement of the work.

4. POLLUTION

4.1 Hazardous Substances Defined

As used herein, the term "Hazardous Substances" means any hazardous, toxic, chemical, or dangerous substance, pollutant, contaminant, waste or material, including petroleum, which is regulated under any federal, state, or local statute, ordinance, rule, regulation or common law relating to chemical management, environmental protection, contamination, or cleanup including, without limitation, the Comprehensive Environmental Response, Compensation, the Liability Act of 1980 and as later amended, and the Resource Conservation and Recovery Act as amended.

4.2 Clean-up

In the event of the presence of Hazardous Substances in the Easement Area caused by the County or its agents, the County shall, at its own cost, undertake immediate response as required by law, including, but not limited to, reporting to appropriate agencies, and shall notify the City as soon as reasonably possible. The County will pursue all required remediation and cleanup efforts until they are completed and the cleanup and/or remediation has been approved by appropriate governmental agencies. The Parties agree that such clean-up requirements are consistent with 42 U.S.C. § 9607 and Chapter 70.105D RCW.

In the event that Hazardous Substances from the County Stormwater Facilities enters the City Property, the County will, at its own cost, undertake immediate response as required by law, including, but not limited to, reporting to appropriate agencies, and will notify the City as soon as reasonably possible, and will pursue enforcement of all required remediation

and cleanup efforts until they are completed and the cleanup and/or remediation has been approved by appropriate governmental agencies.

If the County does not pursue and complete cleanup and/or remediation, the City may pursue those actions and the County will reimburse the City for all associated costs.

4.3 County Hold Harmless and Indemnity

County shall hold harmless, indemnify, and defend City from any and all cost, liability, claims, judgments, administrative actions, litigation, or other obligations arising out of or relating to the discharge of Hazardous Substances in any stormwater, surface water, runoff, or any other form of discharge or release from the County Stormwater Facilities onto the City Property.

4.4 City Hold Harmless and Indemnity

City shall hold harmless, indemnify and defend County from any and all costs, liability, claims, judgments, administrative actions, litigation, or other obligations arising out of or relating to the discharge of Hazardous Substances in any stormwater, surface water, runoff, or any other form of discharge or release from the City Property into any of the County Stormwater Facilities.

5. COMPLIANCE WITH FAA SAFETY REQUIREMENTS

The County covenants that in exercising its rights and privileges contain in this easement agreement, the County shall comply with applicable FAA safety requirements, including but not limited to vertical height restrictions, horizontal setbacks, and clearance requirements, and mandatory fencing, signage, marking, and lighting limitations and requirements upon notice of same by the City.

6. INSURANCE

The parties shall each maintain commercially reasonable insurance to protect their respective interests. This insurance requirement may be met through a program of self-insurance or participation in a risk-sharing pool. Each party shall provide written proof of commercially reasonable insurance upon demand of the other party.

The parties shall require their contractors and subcontractors of all tiers to name each of the parties as additional insured on any insurance policy that may apply to any work performed on the Easement Area. The parties may each request certificates of insurance or copies of insurance policies from any contractors and subcontractors of all tiers that perform work on the Easement Area.

7. INDEMNIFICATION

7.1 Except as provided in Section 4 Grantor and Grantee each agrees for itself, its successors, and assigns to protect, defend, indemnify and hold harmless the other, and the other's appointed and elected officials and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death or property damage (collectively, "Claims") caused by or arising out of the Grantor's or Grantee's own acts or omissions, respectively, and those of their respective agents, employees or contractors within or about the Easement Area or that is otherwise caused by or arises out of their exercise of the rights and privileges respectively granted by or reserved under this Agreement, including without limitation liability from the products contained in, transferred through, released or escaped from their respective improvements or otherwise introduced by Grantor or Grantee, respectively, or their respective agents, employees or contractors within or about the Easement Area. The Parties' obligations under this Section shall include:

- (a) Indemnification for such Claims whether or not they arise from either Party's own acts or omissions, the concurrent negligence of both Parties or a third party, or the acts or omissions of either Party's own contractors, subcontractors, or the acts or omissions of one or more third parties under the direction or control of Grantor or Grantee, respectively;
- (b) The duty to promptly accept tender of defense and provide defense to the indemnified Party at the indemnifying Party's own expense;
- (c) Indemnification of Claims made by either Party's own employees or agents;
- (d) Waiver of immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary for Grantor and Grantee to indemnify each other against Claims subject to Title 51 RCW, which waiver has been mutually negotiated by the Parties; and
- (e) Indemnification for Claims that are submitted by the indemnified Party's contractor or subcontractors and arise from the indemnifying Party's improvements within or about the Easement Area.

7.2 Notwithstanding Paragraph 7.1 of this Section, Grantee shall have no obligation under this Agreement to indemnify and hold harmless Grantor for Claims arising from the sole negligence or willful misconduct of Grantor, its appointed and elected officials and employees; and Grantor shall have no obligation under this Agreement to indemnify and hold harmless Grantee for Claims arising from the sole negligence or willful misconduct of Grantee, its appointed and elected officials and employees.

7.3. Grantor and Grantee agree that if a court of competent jurisdiction determines that RCW 4.24.115 applies to this Agreement, or to any Claim arising hereunder, then Grantor and Grantee shall each defend, hold harmless and indemnify the other to the maximum

extent permitted thereunder, and specifically for their own negligence concurrent with that of the other Party, to the full extent of Grantor's or Grantee's own negligence.

Grantor and Grantee shall give each other timely written notice of the making of any Claim or of the commencement of any such action, suit, or other proceeding covered by the indemnity in this Section. If any such Claim arises, then the indemnified Party shall tender the defense thereof to the indemnifying Party, and the indemnifying Party shall have the duty to defend, settle, or compromise any Claims arising hereunder; and the indemnified Party shall cooperate fully therein. The indemnified Party's failure to timely notify the indemnifying Party of such a Claim or action, however, shall not constitute a defense to the indemnity set out in this Section 7, except to the extent of actual prejudice to the indemnifying Party.

The indemnification, protection, defense and save harmless obligations contained in this Section 7 shall survive the expiration, abandonment or termination of this Agreement and the easement rights and restrictive covenants granted hereunder.

8. NOTICES

Except for the County's notice under Section 3, any notices required by this Agreement shall be in writing and shall be deemed to have been given and received on the date of service, or one day after deposit with a national overnight delivery service, or two days after deposit with the United States Postal Service, sent by registered or certified mail, return receipt requested, postage prepaid. Notice may also be provided by email provided that receipt of the email can be confirmed by the sender, with time of receipt being the time the email enters the recipient's email application. In all cases, notice shall be sent to the addresses listed below or as updated by each party by written notice according to the requirements herein.

CITY:

Real Estate Manager
25 West Main Street
Auburn WA 98001
Jarndt@AuburnWA.gov

COUNTY:

King County Metro
Transportation Real Estate & Environmental
201 S. Jackson Street
Seattle, WA 98104
TransitProperty@kingcounty.gov

With a copy to:

Auburn City Attorney
25 West Main Street
Auburn, WA 98001

King County Prosecuting Attorney's Office
516 Third Avenue, W400
Seattle, WA 98104
Attention: Ryan W. Ridings

9. GENERAL PROVISIONS

9.1 Acknowledgment of Other Enforcement Actions

County acknowledges that there may be liability for violations of codes that could result in additional fines and/or the possibility of incarceration in addition to the fees for maintenance should violations occur.

9.2 Covenant Running with Land

The Storm Drainage Easement is appurtenant to and for the benefit of the County Property and all other land, real property or property interests now owned or hereafter acquired by the County and that constitutes a portion of or is served by the Storm Drainage Easement or the County's public transportation and mass transit system as now configured or hereafter modified until such time as this Agreement is vacated or replaced by mutual agreement of the parties or their respective successors in interest. The parties desire that this Agreement be recorded to advise heirs, successors and assigns of both parties as to the existence of this Agreement.

9.3 Touch and Concern

The parties agree that the benefits of the covenants contained within this Agreement touch and concern County's property adjacent to the City Property in that they perpetuate the existing public transportation and mass transit regime on that adjacent property and ensure County's ability to continue to use its property for public transportation and mass transit purposes. The parties agree that the burdens of the restrictive covenants touch and concern City Property in that they limit the use to which the property may be put and the actions that may be performed on the property.

9.4 Force Majeure

Any delay in the performance of any obligation under this Agreement shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by any act not within the control of a party such as fire, cyber/ransomware attack, earthquake, flood, explosion, pandemics, actions of the elements, war, riots, mob violence, strikes, lockouts, and orders of military authority, and the party claiming to excuse an obligation promptly notifies the other party, according to the notice provisions in section 8, of the existence and nature of the force majeure event and takes all reasonable action to mitigate the impact of the event on the party's performance.

9.5 Entire Agreement

This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreement or understanding, whether written or oral. This Agreement may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties hereto.

9.6 Waiver

No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

9.7 Successors and Assigns; Legal Relations.

- 9.7.1 Grantee may assign its rights under this Agreement, in whole or in part, without approval or consent of Grantor. Grantor shall not convey or assign any right, title, interest, or license in the City Property except by instrument specifically referencing this Agreement by its title and recording number.
- 9.7.2 Nothing in this Agreement shall make, or be deemed to make, Grantor and Grantee a partner of one another. This Agreement shall not be construed as creating a partnership or joint venture. This Agreement shall create no right, privilege, duty, obligation, or cause of action in any person or entity not a party to it.
- 9.7.3 Nothing contained in this Agreement shall diminish or be construed to diminish the governmental or police powers of Grantor or Grantee.

9.8 Construction.

All of the recitals set forth above are incorporated into this Agreement as though fully set forth herein. The headings contained in this Agreement are for convenience of reference purposes only and shall not in any way affect the meaning or interpretation hereof, nor serve as evidence of the intention of the parties hereto. Whenever the context hereof shall so require the singular shall include the plural.

9.9 Severability.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9.10 Governing Law; Venue for Litigation.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington, without reference to its choice of law rules or conflicts of law provisions. The Superior Court of King County, Washington, shall be the sole venue for any litigation between the Parties that arises under or relates to this Agreement.

9.11 Counterparts.

To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. All counterparts shall collectively constitute a single instrument.

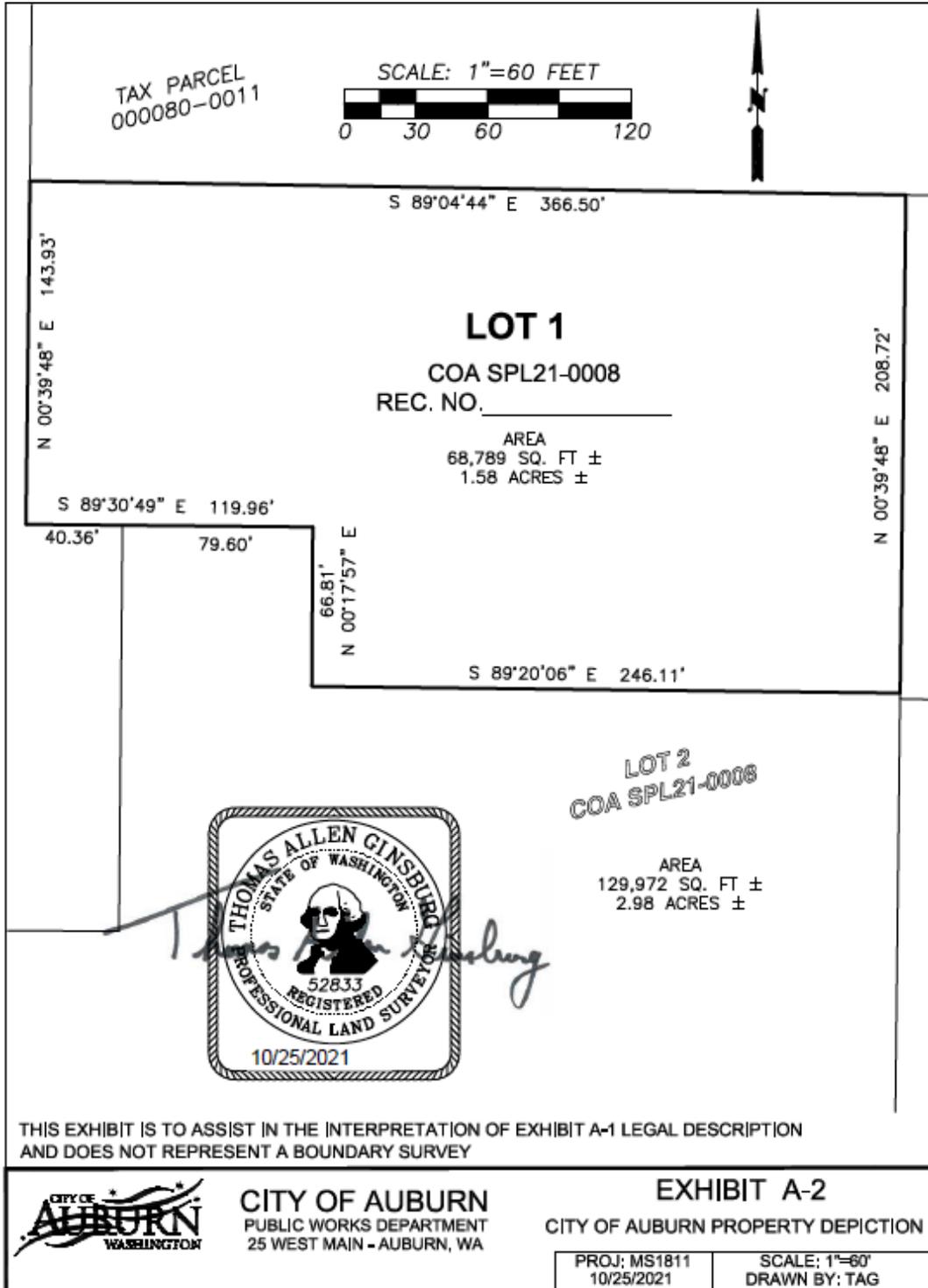
[no further text; signature pages follow]

Exhibit A-1
City of Auburn Property Legal Description

LOT 1, CITY OF AUBURN SHORT PLAT NO. SPL21-0008 RECORDED UNDER RECORDING NUMBER _____, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN A PORTION OF THE J. BRANNON DONATION LAND CLAIM NO. 38 IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN THE CITY OF AUBURN, KING COUNTY, WASHINGTON.



**Exhibit A-2
City of Auburn Property Depiction**



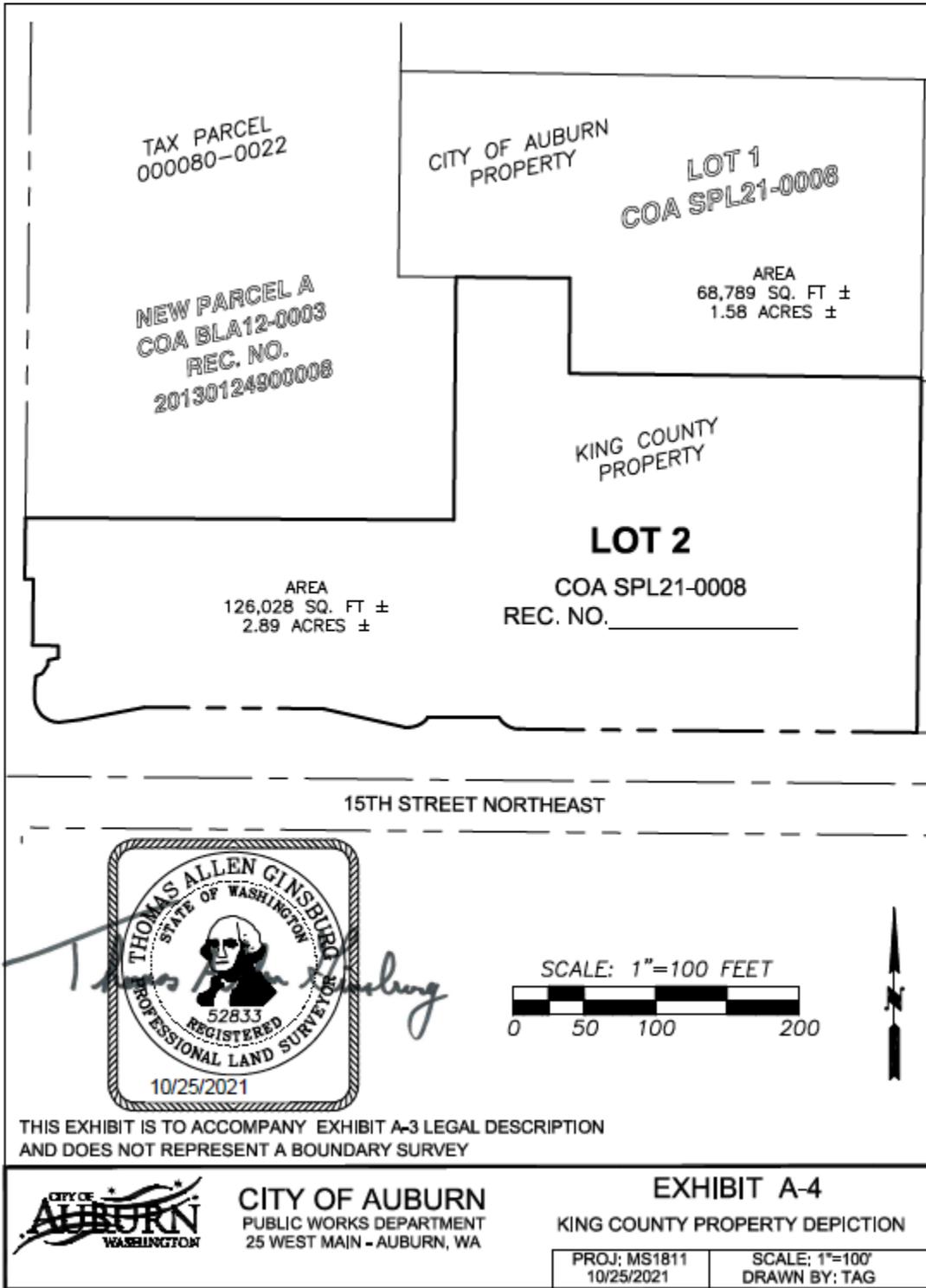
O:\SURVEY\PROJECTS\MS1811 AIRPORT RWY ENHANCEMENTS LAND ACQUISITION\4. DWG FILES\2. SHORT PLAT DWG

**Exhibit A-3
King County Property Legal Description**

LOT 2, CITY OF AUBURN SHORT PLAT NO. SPL21-0008 RECORDED UNDER RECORDING NUMBER _____, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN A PORTION OF THE J. BRANNON DONATION LAND CLAIM NO. 38 IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN THE CITY OF AUBURN, KING COUNTY, WASHINGTON.

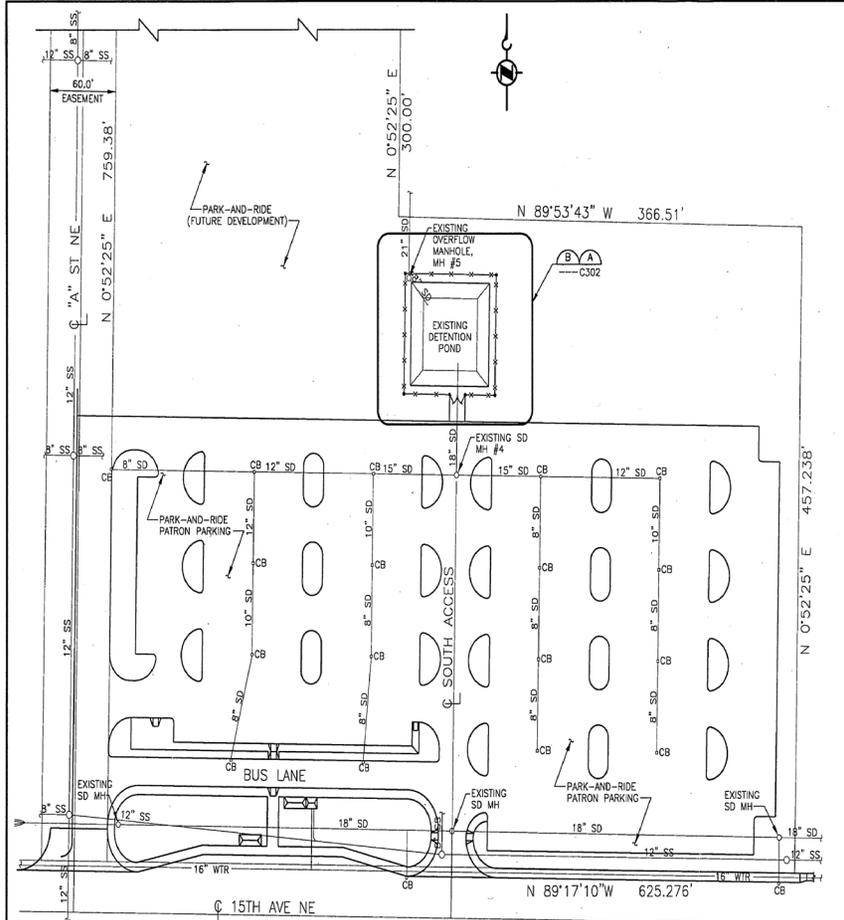


**Exhibit A-4
Depiction of King County Property**

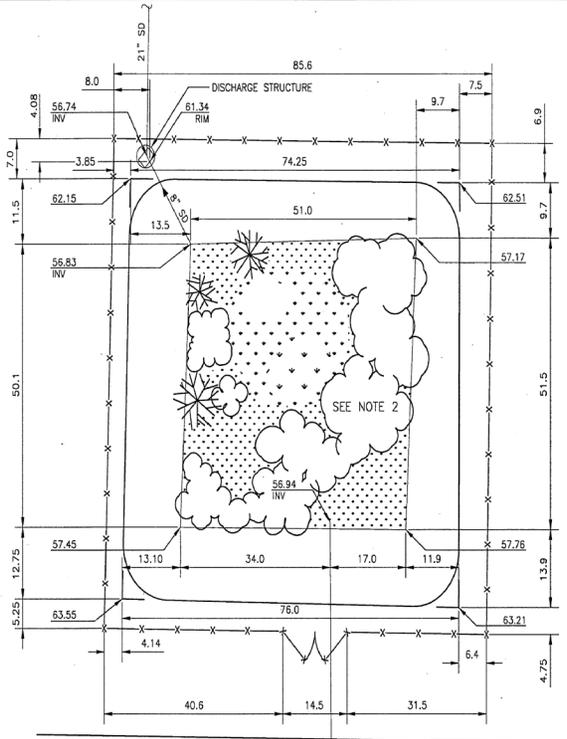


O:\SURVEY\PROJECTS\MS1811 AIRPORT RMY ENHANCEMENTS LAND ACQUISITION\4. DWG FILES\2. SHORT PLAT DWG

Exhibit B County Stormwater Facilities



AUBURN PARK & RIDE
SITE PLAN
SCALE: 1"=40'



- NOTES:**
- CONTRACTOR TO VERIFY ELEVATIONS & REPORT TO THE ENGINEER ANY DISCREPANCIES PRIOR TO BEGINNING OF WORK.
 - CONTRACTOR SHALL CLEAR AND GRUB ALL VEGETATION AT THE BOTTOM OF THE POND. MOW VEGETATION ON SIDE SLOPES OF POND AND BANK WITHIN THE FENCED AREA TO 2' IN HEIGHT.

**SPOT ELEVATIONS
DETENTION POND**
PLAN
SCALE: 1"=10'

APR-23-2022 14:15
 C:\TRANSPORTATION\AUBURN\AUBURN.dwg
 14:15 JWB/6/16/2022

No.	REVISION	BY	APP'D	DATE



DESIGNED: FYC	CHECKED: FYC
DRAWN: EJB	SCALE: AS NOTED
RECOMMENDED: FYC	APPROVED: JWB
CONTRACT NO.: C75134C	DATE: 7/1/22



DEPARTMENT OF TRANSPORTATION
 KENT-DES MOINES, AUBURN & STAR LAKE
 PARK-AND-RIDE DRAINAGE IMPROVEMENTS
AUBURN PARK & RIDE
SITE PLAN

DATE: JULY 1997	FILE NO: E80, E81, E82
DRAWING NO: C301	SHEET NO. 7 OF 10

Exhibit C-1
Legal Description of the Stormwater Easement and Maintenance Agreement

A STORMWATER EASEMENT AND MAINTENANCE AGREEMENT OVER, UNDER AND ACROSS THAT PORTION OF LOT 1, CITY OF AUBURN SHORT PLAT NO. SPL21-0008 RECORDED UNDER RECORDING NUMBER _____, RECORDS OF KING COUNTY, WASHINGTON, SITUATED IN A PORTION OF THE J. BRANNON DONATION LAND CLAIM NO. 38 IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 5 EAST, W.M., IN THE CITY OF AUBURN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WEST LINE OF SAID LOT 1 SOUTH 00° 39' 48" WEST A DISTANCE OF 143.93 FEET;

THENCE ALONG THE SOUTH LINE OF SAID LOT 1 SOUTH 89° 30' 49" EAST A DISTANCE OF 90.25 FEET;

THENCE PARALLEL WITH SAID WEST LINE NORTH 00° 39' 48" EAST A DISTANCE OF 107.90 FEET;

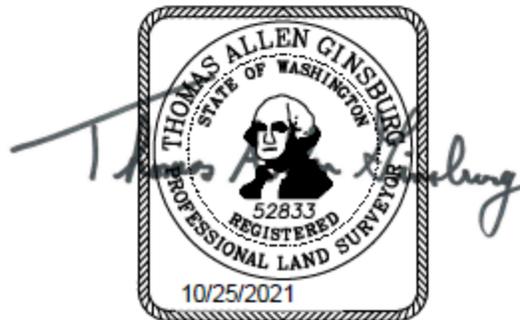
THENCE NORTH 89° 30' 49" WEST A DISTANCE OF 70.25 FEET;

THENCE PARALLEL WITH SAID WEST LINE NORTH 00° 39' 48" EAST A DISTANCE OF 35.87 FEET TO THE NORTH LINE OF SAID LOT 1;

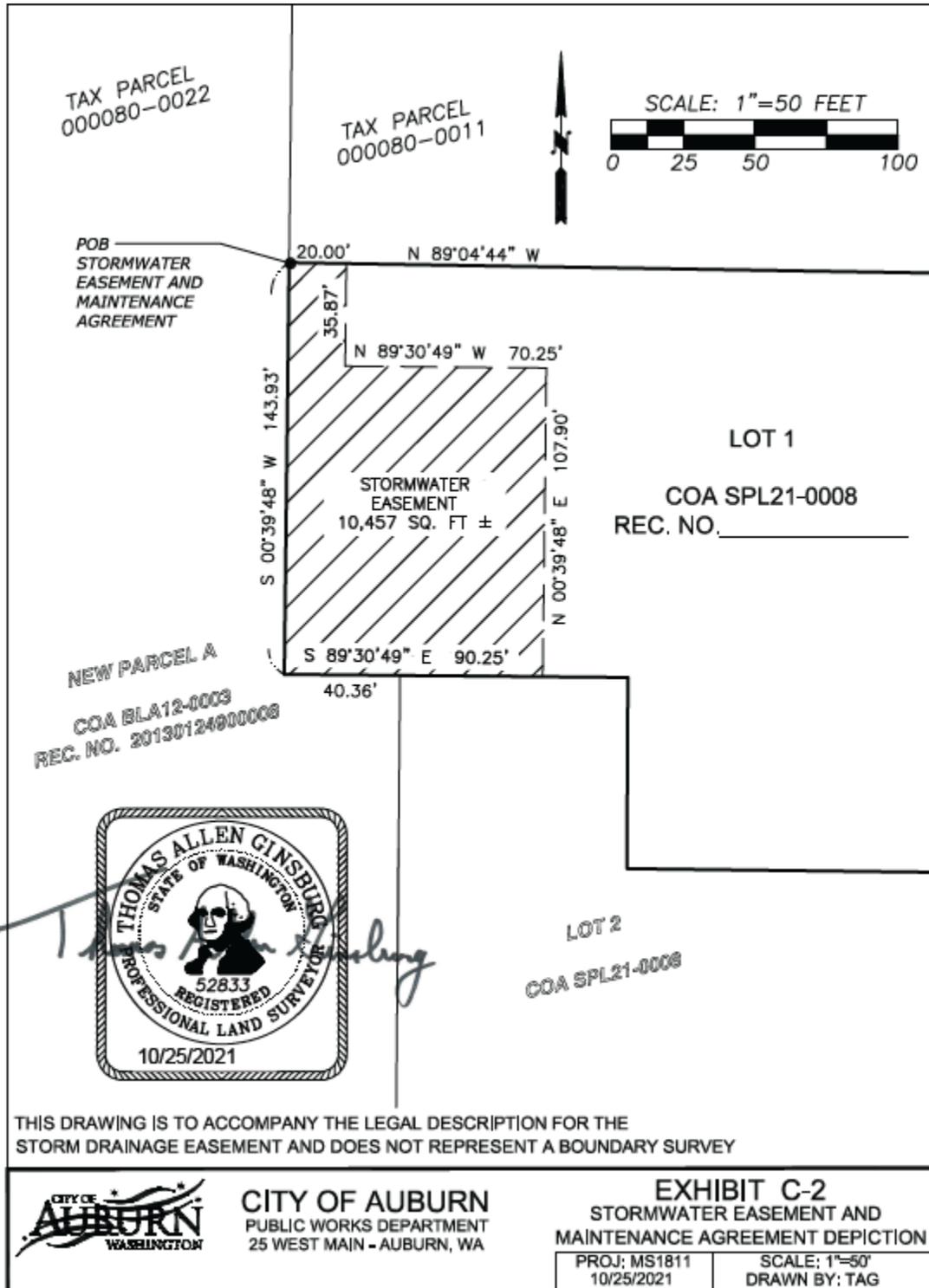
THENCE ALONG SAID NORTH LINE NORTH 89° 04' 44" WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

THIS EASEMENT DESCRIPTION CONTAINS 10,457 SQUARE FEET, MORE OR LESS.

BASIS OF BEARINGS FOR THIS DESCRIPTION IS SOUTH 89° 30' 04" EAST, THE MONUMENTED CENTERLINE OF 15TH ST NE FROM A ST NE TO D ST NE, PER CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NUMBER BLA12-0003 RECORDED UNDER RECORDING NUMBER 20130124900008, RECORDS OF KING COUNTY, WASHINGTON.



**Exhibit C-2
Depiction of Stormwater Easement and Maintenance Agreement**



O:\SURVEY\PROJECTS\MS1811 AIRPORT RWY ENHANCEMENTS LAND ACQUISITION\4. DWG FILES\2. SHORT PLAT DWG