

Recording Requested By and  
When Recorded Return to:

King County  
Water and Land Resources Division  
Open Space Acquisitions  
201 South Jackson Street, Suite 5600  
Seattle, WA 98104

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### ACCESS EASEMENT

Grantor: City of Auburn, a municipal corporation  
Grantee: King County, a political subdivision of the State of Washington  
Legal Description (abbreviated): Trt E Subdivision: Auburn 40 P.U.D.  
Assessor's Tax Parcel Number: portion of 030140-2420

The undersigned City of Auburn, a municipal corporation of the State of Washington, its successors and assigns (the "Grantor"), for and in consideration of mutual benefits and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and grants to King County, a political subdivision of the State of Washington, its employees, contractors or guests (the "Grantee") an easement for ingress and egress over, across, along a portion of the following described property (the "Property"):

TRACT E, AUBURN 40 P.U.D., ACCORDING TO PLAT RECORDED IN VOLUME 255 OF PLATS, PAGES 51 THROUGH 58 AND RECORDED UNDER RECORDING NO. 20100826001442, RECORDS OF KING COUNTY, WASHINGTON.

Said portion of the Property being legally described in **Exhibit A** and depicted in **Exhibit B**, which are attached hereto and incorporated herein, ("the Easement Area"). The easement is for the benefit of the following described property (the "Benefitted Property"):

PARCEL A, CITY OF AUBURN BOUNDARY LINE ADJUSTMENT NO. BLA-17-0014, RECORDED UNDER RECORDING NO. 20180719900022.

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Grantor and Grantee, by accepting and recording this access easement (the "Easement"), mutually covenant and agree as follows:

Grantee, and its employees, agents, contractors and invitees shall have the right to use the Easement Area for non-vehicular and vehicular ingress and egress to the Benefitted Property. In its exercise of the rights herein granted, Grantee shall minimize its impacts to the Easement Area and shall promptly restore any damage arising from its activities or its agents' activities within the Easement Area. Grantee shall not disturb or destroy any landscaping features, fencing, structures, improvements, or other features located outside of the Easement Area on the remainder of the Property. Grantee covenants to take reasonable accommodations to minimize noise impacts to the surrounding neighborhood when accessing the Easement Area, including but not limited to restricting the use of motorized vehicles or equipment on or across the Easement Area to between the hours of 7am to 7pm unless in response to an emergency situation.

Grantor reserves the right to use the Easement Area for purposes consistent with the rights herein granted. Grantor shall not undertake any activity or erect any fence or other structure which would eliminate Grantee's access to the Benefitted Property through the Easement Area.

To the extent permitted by law, each party shall protect, defend, indemnify and save harmless the other party, its officials, employees and agents, from any and all costs, expenses, claims, actions, suits, liability, loss, judgments, attorneys' fees and/or awards of damages arising out of or in any way resulting from the indemnifying party's, or its officials', employees' or agents' negligent acts, errors or omissions related to the Easement Area or any improvements therein. If such costs, expenses, claims, actions, suits, liability, loss, judgments, attorneys' fees and/or awards of damages are caused by, or result from, the concurrent negligence of the parties, or their officials, employees and agents, this Section shall be valid and enforceable only to the extent of the negligence of each party, its officials, employees and agents.

If either party shall bring an action to enforce the terms of this Easement in any such action the prevailing party shall be entitled to an award of its reasonable attorneys' fees and reasonable costs. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal or in any proceedings under any present or future federal bankruptcy, forfeiture or state receivership or similar law. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party's attorney(s).

This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Washington.

This Easement may be executed in multiple counterparts, all of which taken together shall constitute one and the same instrument.

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Effective as of this \_\_\_\_ day of \_\_\_\_\_, 2021.

GRANTOR: City of Auburn, a municipal corporation  
of the State of Washington.

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GRANTEE: King County, a political subdivision  
of the State of Washington.

BY:   
Department of Natural Resources & Parks  
Name: Josh Baldi  
Title: WLR Division Director



STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that \_\_\_he signed this instrument, on oath stated that \_\_\_he is authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Printed name

Notary Public in and for the  
State of Washington

Residing at \_\_\_\_\_

My appointment expires \_\_\_\_\_

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STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Josh Baldi is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the WLR Division Director of the Department of Natural

Resources and Parks of King County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10/21/2021

  
Signed on 2021/10/21 13:07:50 -8:00

Julie Sanders

Printed name

Notary Public in and for the  
State of Washington

Residing at Tacoma

My appointment expires 5/31/2025

Notarial act performed by audio-visual communication

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## EXHIBIT A

### LEGAL DESCRIPTION – THE EASEMENT AREA

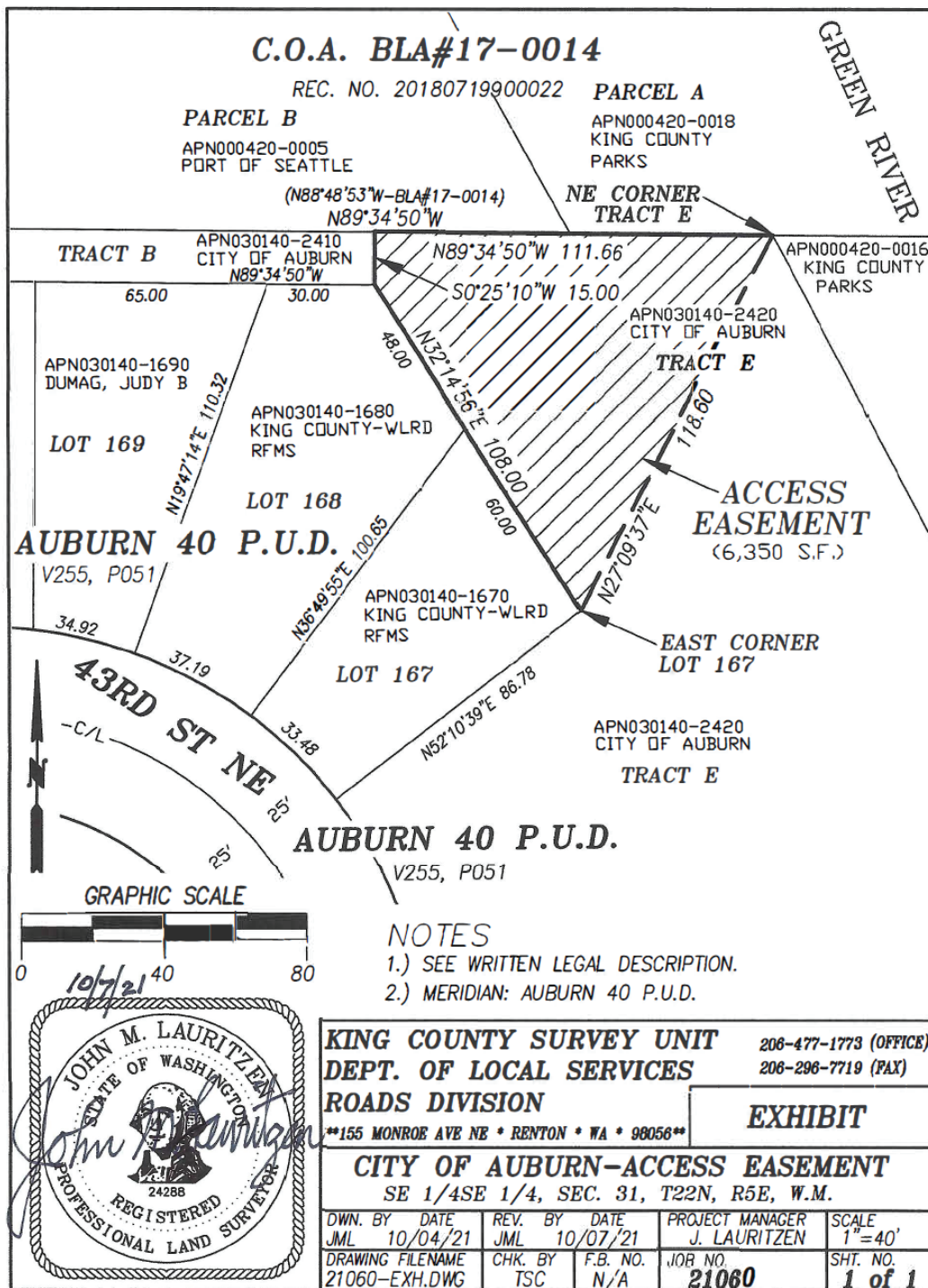
All that portion of the hereinabove described Tract E, Open Space, Auburn 40 P.U.D. lying northwesterly of a line connecting the east corner of Lot 167 and the northeast corner of Tract E of said plat.

Situate in the Southeast Quarter of the Southeast Quarter of Section 31, Township 22 North, Range 5 East, Willamette Meridian, King County, Washington.

Containing 6,350 sq. ft., more or less.



EXHIBIT B  
MAP OF EASEMENT AREA



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