

RECREATIONAL EASEMENT

THIS AGREEMENT, dated this _____ day of _____, 19____, is entered into between PUGET SOUND POWER & LIGHT COMPANY (Grantor), a Washington corporation, and the COUNTY OF KING (Grantee), a political subdivision of the State of Washington.

RECITALS

1. Grantor owns certain property (the Property) located in the County of Grantee, more particularly described on Exhibit A attached hereto, and
2. The Property is used by Grantor for the transmission and distribution of electric power and will continue to be used for such purposes for the foreseeable future, and
3. Grantor and Grantee recognize the need of land for use as outdoor recreation trails, and
4. Subject to the terms and conditions of this agreement, that portion of the Property not now used by Grantor is made available by Grantor to the public through Grantee pursuant to R.C.W. 4.24.200 and R.C.W. 4.24.210.

Grantor for and in consideration of mutual benefits, grants and conveys unto Grantee, an easement upon and across the Property for the purpose of a public recreation trail. It is agreed as follows:

1. Term The term of this agreement shall commence as of the day and year first above written and shall terminate twenty-five (25) years thereafter; provided, however, the Grantee has the right to renew this agreement for another twenty-five (25) year term. In the event of breach by Grantor or Grantee of any of the terms or provisions of this agreement, the nonbreaching party, in addition to all other rights or remedies it may have, may terminate this agreement prior to the expiration of such twenty-five (25) year period by thirty (30) days' advance written notice to the other which notice shall specifically state the reason for such termination, provided further, however, no such termination shall be effective if, within thirty (30) days after such written notice, the breaching party has cured or commenced in good faith to cure the breach and has taken or commenced action in good faith to prevent such breach from continuing or recurring.
2. Use of the Property. This easement is for the use of the Property for the purposes of landscaping, developing and maintaining the Property and of installing, maintaining and using recreational facilities therein; provided, that Grantee shall perform no work hereunder, except for planning purposes, until Grantee and Grantor have developed and agreed upon detailed plans depicting all improvements to be installed on the Property, provided further, that if Grantee desires to develop the recreational aspects of the property in stages Grantee and Grantor shall develop and agree upon a tentative overall plan together with detailed plans for the initial stages of the development and tentative plans for each of the other stages of the development with proposed dates of completion thereof. The plans referred to herein shall be completed and agreed upon not later than six (6) months after the date of this agreement.
3. Indemnity. Grantee shall protect, indemnify and hold harmless Grantor from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising in favor of third parties, which result from the operations of the Grantee, or the intentional or negligent acts or omissions of the Grantee or its employees, agents or representatives, or the breach by Grantee of any term or condition of this Easement.

4. Access. Grantee may, at any time, close to the public all or any part of the Property for reasons of maintenance, development or improvement, provided, however, that Grantor, its employees, agents and designated representatives shall at all times have the right to enter upon the Property for the purpose of making any inspections, repairs, alterations, changes or improvements upon any of its property, including but not limited to the Property and adjacent grounds, or for any purpose whatsoever connected with the carrying on of the business of Grantor. Grantee agrees to give ten (10) days' advance written notice of any such closure to Grantor, except closures required for emergency or other similar reasons. At such times as Grantor may consider it necessary to close to the public a portion of the trail in connection with the operation of its business, Grantee shall, when so notified by Grantor, promptly close to the public all or any part of the Property as requested by Grantor and keep the Property so closed during the period or periods of time requested by Grantor.

5. Utilization of the Property. Grantee's right to develop, maintain and use the Property for recreation purposes pursuant to this agreement shall at all times be subject to the right of Grantor, without liability or obligation to Grantee except as provided in paragraph 6 below, (a) to use and maintain its existing facilities on the Property; (b) to replace, remove, alter or reconstruct such facilities overhead or underground, and (c) to install any other facilities in the corridor overhead or underground.

6. Repair. Grantor, shall repair any damage to the recreational developments on the Property, including the lawns, shrubs or trees, or any other improvements installed on the Property by Grantee under this agreement resulting from Grantor's operations therein except as follows:

- (a) If Grantor shall perform any work on their facilities at the request of Grantee, the cost of restoring the recreational development on the Property to their condition existing immediately prior to such work shall be borne by Grantee.
- (b) If Grantor shall perform any work on their facilities in order to satisfy any statute, ordinance, rule or regulation of any governmental body or authority other than Grantee, the costs of restoring the recreational development on the Property to their condition existing immediately prior to such work shall be borne equally by Grantor and Grantee.

7. Grantor Use. Grantor shall not be deprived because of anything contained in this agreement of its use of the Property as required by the operational demands of its system, or the demands of other utilities' systems. Grantor shall coordinate its development of the corridor with Grantee so as to permit dual operation under this agreement, and Grantor shall provide notice of any such development to Grantee as soon as planning by Grantor has reached the point where scheduling and location of its facilities have been determined. Grantor shall not be deprived from granting easements, permits or licenses to others to use the Property so long as such use does not unreasonably interfere with the use granted to Grantee herein.

8. Ownership. Grantor owns the Property in fee and the Grantee is only acquiring an easement to use the surface of the property and nothing herein shall in any way be construed or deemed to be a grant of any rights above or under the Property.

9. Cost Reimbursement. In the event Grantee fails to maintain the Property or perform any other duties or obligations of Grantee under this agreement, Grantor may, but without obligation to do so, maintain the Property or perform such duties or obligations and Grantee shall immediately reimburse Grantor for all reasonable costs incurred in connection therewith.

10. Restrictions. The use of the recreation trail will be restricted to pedestrian, equestrian, and bicycle use. Camping, campfires, the use of firearms and any other activities that would endanger Grantor's transmission or distribution lines or other facilities or that are inconsistent with the safe use of the Property will be prohibited.

11. Restoration upon Termination. Grantor and Grantee upon any termination of this easement in accordance with Paragraph 1 hereof shall mutually agree as to the type of actions necessary to prevent further use of the trail by the public.

12. Inspection and Sign Placement. Grantee agrees to inspect and place, at its cost and expense, warning, directional and cautionary signs where necessary along the Property prior to allowing public access to the Property and throughout the term of this agreement.

13. Taxes. Grantee agrees to pay all real and personal property taxes that shall become due and payable during the term of this agreement which are based on assessments made during the term of this agreement on or because of improvements which Grantee has placed or will place upon the Property. Grantee will submit yearly to Grantor evidence of payment of such taxes. In the event any of such taxes are levied directly against Grantor, Grantor may pay such taxes and, upon receipt from Grantor of billing for any such taxes so paid, Grantee shall immediately remit all such amounts.

14. Charges. Grantee will not charge, collect or receive from the public a fee of any kind for the use or enjoyment of the Property.

15. Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Grantor: Puget Sound Power & Light Company
Puget Power Building
Bellevue, Washington 98009

ATTN: Manager, Real Estate Division

To Grantee King County Real Property Division
Room 615 King Co. Administration Building
500 Fifth Avenue
Seattle, Washington 98104

16. Successors. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

ACCEPTED AND APPROVED - KING COUNTY:

Date November 1, 1977

By [Signature]

Title King County Executive

Dated this 1st day of November, 1977.

PUGET SOUND POWER & LIGHT COMPANY

By [Signature]

Title Vice President

APPROVED AS TO FORM AND LEGALITY

[Signature]
Deputy Prosecuting Attorney

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31 October 1977
Date

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this day personally appeared before me John D. Spellman, to me known to be the - - - County Executive of King County, Washington, the person who signed the above and foregoing instrument for King County for the uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of King County and that he was authorized to so sign.

GIVEN under my hand and official seal this 1st day of November, 1977.



Barbara A. Schmidt
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle.

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this day personally appeared before me _____ to me known to be the _____, of PUGET SOUND POWER & LIGHT COMPANY, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and that they were authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____, 19____.

NOTARY PUBLIC in and for the State of
Washington, residing at _____.

EXHIBIT A

That certain strip of land 100 feet in width lying in the West half of Sections 24, 25 and 36, Township 23 North, Range 4 East, W.M., and the West half of Sections 1, 12, 13, 24, 25, and 36, Township 22 North, Range 4 East, W.M., and the West half of Sections 1, 12, 13, 24 and 25 and the East half of Sections 26 and 35, Township 21 North, Range 4 East, W.M., all in King County, Washington. (Said strip of land being known as the Puget Sound Electric Railway Right of Way.)

This legal description shall be further amended and refined at a later date to accurately reflect the precise location of the easement within the above mentioned 100-foot strip of land.

EXHIBIT 2

ASSIGNMENT AND DELEGATION OF RECREATIONAL EASEMENT

THIS AGREEMENT, dated this _____ day of _____, 19____, is entered into between the COUNTY OF KING (Assignor/Delegator), a political subdivision of the State of Washington, and _____

RECITAL

KING COUNTY and PUGET SOUND POWER AND LIGHT COMPANY entered a Recreational Easement dated November 1, 1977, and recorded under King County Auditor's Number 7711100684, as contained in Exhibit A, attached hereto.

KING COUNTY for and in consideration of mutual benefits, assigns and delegates to _____ the rights and duties contained in Exhibit A which King County has within the jurisdiction of _____

ACCEPTED AND APPROVED - KING COUNTY

Date _____

By _____

Title _____

Dated this _____ day of _____, 19____.

By _____

Title _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this day, personally appeared before me _____,
to me known to be the _____ County Executive of King County, Washington,
the person who signed the above and foregoing instrument for King County for the
uses and purposes therein stated and acknowledged to me that he signed the same as
the free and voluntary act and deed of King County and that he was authorized to so
sign.

GIVEN under my hand and official seal this _____ day of _____,
19_____.

NOTARY PUBLIC in and for the State of
Washington, residing at _____.

STATE OF WASHINGTON)
COUNTY OF KING) ss

THIS IS TO CERTIFY that on this _____ day of _____, 19_____,
before me, the undersigned, a Notary Public in and for the State of Washington,
duly commissioned and sworn, personally appeared _____
and _____, to me known to be the _____
and _____, respectively, of _____
_____ the _____ that
executed the foregoing instrument, and acknowledged to me that _____ signed and
sealed the same as the free and voluntary act and deed of said _____
_____, and on oath stated that they were authorized to
execute said instrument and that the seal affixed is the seal of said _____.

WITNESS my hand and official seal the day and year in this certificate first
above written.

NOTARY PUBLIC in and for the State of
Washington, resident at _____.

EXHIBIT 3

MASTER DESIGN PLAN

To be provided by the Dept. of Public Works.



DO NOT
CROSS
HERE
←
USE
CROSSWALK





STOP