

Please Return To:

City of Redmond
Attn: Terence Marpert
P.O. Box 97010
MS: 3NFN
Redmond, WA 98073-9710

WASHINGTON STATE COUNTY AUDITOR/RECORDER INDEXING FORM

Document Title(s) *(or transactions contained therein):*

SIGN EASEMENT AGREEMENT

Reference Number(s) of Documents assigned or released:

Additional reference numbers on page N/A of document

Grantor(s): *(Last name first, then first name and initials)*

- REDMOND, CITY OF, A WASHINGTON MUNICIPAL CORPORATION**

Grantee(s):

- KING COUNTY HOUSING AUTHORITY, A WASHINGTON MUNICIPAL CORPORATION**

Legal Description: *(abbreviated for, i.e., lot, block, plat name, section-township-range)*

Portion of NE 26th Street East of 152nd Ave. NE and Lot 1 of the Village at Overlake Station Binding Site Plan, SW Quarter of Section 23 Township 25 North, Rang 5 East. Additional legal descriptions on Exhibits A and B.

Assessor's Property Tax Parcel Account Number(s):

Portion of NE 26th Street East of 152nd Ave. NE and Tax Parcel No. 8944420010

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 2022 ("Effective Date") by and between the City of Redmond, a Washington municipal corporation ("Grantor") and the King County Housing Authority, a Washington municipal corporation ("Grantee").

RECITALS

A. Grantor is constructing a street and utility project known as the 152nd Main Street Project along 152nd Avenue NE in the City of Redmond. Grantee owns a rental housing development known as the Village at Overlake Station, located at 2850 152nd Avenue NE, Redmond, Washington and legally described on Exhibit B attached.

B. Construction of the 152nd Main Street Project requires relocation of Grantee's monument sign ("Sign") for the Village at Overlake Station to accommodate the widened right-of-way for 152nd Avenue NE. Grantor and Grantee have agreed that the Sign may be relocated to an easement area ("Easement Area") on property owned by Grantee, subject to certain conditions set forth in this Agreement. Grantor has paid or agreed to pay for the relocation and installation of the sign and the construction of the Sign footing and Grantee has paid or agreed to pay the cost of designing and fabricating the Sign.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual, nonexclusive easement on, in, over, under, across, along, and upon the Easement Area described on Exhibit A attached hereto, for the purpose of installing, constructing, maintaining, repairing, lighting, and replacing the Sign for the Village at Overlake Station. The Sign shall be substantially similar to the Sign described and depicted on Exhibit B attached hereto (or such other Sign as may be mutually agreeable to Grantor and Grantee). The foregoing easement shall include the nonexclusive right of access to the Easement Area over any adjacent property of Grantor for the purpose of installing, maintaining, repairing, lighting, and replacing the Sign and electrical service to the Sign and for electrical lines to permit lighting of the Sign.

2. Maintenance of Sign. The Sign erected in the Easement Area shall be maintained, repaired, and replaced in good condition by Grantee. The size, location, and height of the Sign, once installed, may not be changed or modified by Grantee without the consent of Grantor, which consent will not be unreasonably withheld.

3. Permits. All necessary permits from the City of Redmond for the installation, construction, maintenance, lighting, and replacement of the Sign shall be obtained for the work described herein.

4. Electrical Service. Following installation of the Sign and electrical service, Grantee shall be solely responsible for maintaining and paying for electrical service for the Sign, including but not limited to, the payment of any meter charges and monthly service charges.

5. Indemnity. Grantee agrees to hold harmless, indemnify, and defend Grantor, its officers, agents, and employees, from and against all claims, losses, and liability for bodily injury or property damage caused by or arising out of the exercise of the rights and performance of the obligations set forth in this Agreement by Grantee, its officers, agents, and employees, including the installation, maintenance, repair, lighting, and replacement of the Sign, provided, that Grantee's obligation to indemnify shall not extend to bodily injury or property damage caused by or arising out of the sole negligence of Grantor, its contractors or agents; and provided further, that in the case of bodily injury or property caused by or arising out of the concurrent negligence of Grantor and Grantee, or of Grantee and a third party other than an officer, agent or employee of Grantee, Grantee shall be obligated to indemnify Grantor, its officers, agents, and employees, only to the extent of Grantee's negligence. The indemnity obligations of this paragraph survive termination of this Agreement for any bodily injury or property damage occurring prior to the effective date of such termination.

6. Insurance.

A. Grantee in connection with Grantee's activities hereunder shall carry and maintain in effect during the term hereof the following insurance as described in sections (i)-(iii) below. Grantee shall carry insurance from insurers with a current A.M. Best rating of not less than A-; VII.

(i) Automobile Liability insurance with a combined single limit for bodily injury and property damage of \$1,000,000 per accident.

(ii) Commercial General Liability insurance as per ISO form CG 00 01 or its equivalent, written on an occurrence basis with limits of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including personal and advertising injury, contractual liability; premises; operations; independent contractors; products and completed operations; and broad form property damage; explosion, collapse and underground (XCU).

(iii) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington and Employer's Liability with a limit of \$1,000,000 each accident/disease/policy limit. Evidence of qualified self-insurance is acceptable.

B. The obligation to carry insurance shall not limit or modify any other obligations assumed by Grantee hereunder, nor shall Grantor be under any duty to examine such certificate or to advise Grantee in the event its insurance is not in compliance with this Agreement. Grantee will provide at least thirty (30) days prior written notice to Grantor of cancellation or non-renewal of any required coverage that is not replaced. Within thirty (30) days after receipt by the Grantor of any insurance cancellation notice, and in no event later than fifteen (15) days prior to said

cancellation or intent not to renew, Grantee shall obtain and furnish to Grantor replacement insurance policies meeting the requirements of this Section.

C. Grantee shall provide Grantor upon execution of this Agreement, with an insurance certificate, together with an additional insured endorsement including Grantor, and its elected and appointed officers, officials, employees, and volunteers as additional insureds with respect to 6(A)(i)-(ii) above. The insurance certificate required by this Agreement shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance under 6(A)(i)-(ii) above shall be primary insurance with respect to Grantor, its officers, officials, employees, and volunteers, and shall specifically state that the insurance is the primary insurance. Any insurance maintained by Grantor, its officers, officials, employees, and volunteers shall be in excess of Grantee's insurance and shall not contribute with it.

D. Notwithstanding the forgoing, Grantee may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event Grantee elects to self-insure its obligation under this Agreement to include Grantor as an additional insured, the following conditions apply: (i) Grantor shall promptly and no later than thirty (30) days after notice thereof provide Grantee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Grantee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) Grantor shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Grantee; and (iii) Grantor shall fully cooperate with Grantee in the defense of the claim, demand, lawsuit, or the like.

7. Grantor's Retained Rights. Grantor shall retain the right to use the Easement Area in any way that does not unreasonably interfere with the easement rights granted to Grantee under this Agreement.

8. Relocation. If a future public improvement by Grantor requires relocation of the Sign within the Easement Area, Grantee consents to Grantor moving the same so long as (a) the Sign retains the same functionality, quality, aesthetics and visibility in relation to the Villages at Overlake Station and 152nd Avenue NE; (b) Grantee has reasonably approved the plans for such signage; and (c) any relocation to accommodate a project of Grantor shall be at Grantor's sole cost and expense, including the expense of any permits required for such relocation.

9. Term – Termination. The easements, rights, and obligations established by this Agreement shall be perpetual, provided, that

A. Grantee may terminate this Agreement and remove the Sign from the Easement Area at any time. When the Sign is removed, Grantee shall restore the surface of the Easement Area to the condition it was in prior to installation of the Sign; and

B. Grantor may terminate this Agreement at any time for Grantee's failure to cure a material breach of any obligation of Grantee set forth herein, provided, that Grantor shall provide Grantee with thirty (30) days' advance written notice describing such breach. If Grantee fails to

cure the breach within the notice period or, if the breach cannot be cured within thirty (30) days, to commence cure within the notice period and diligently pursue the cure to completion, then Grantor may send Grantee a written notice of termination of this Agreement, and the easement rights granted herein shall terminate upon Grantee's receipt of such notice.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, notwithstanding conflicts of law principles. Venue for any action brought to enforce this Agreement or to redress any breach thereof shall be in the superior court of King County, Washington.

11. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect any other term or provision of this Agreement and the same shall continue to be effective to the fullest extent permitted by law.

12. Binding Effect - Amendment. This Agreement and the easement granted herein shall be binding upon and inure to the benefit of Grantor and Grantee and their successors and assigns. This Agreement and the easement granted herein shall constitute a covenant running with the Easement Area described on Exhibit A and the land described on Exhibit B. This Agreement may be amended only by a written instrument signed by both Grantor and Grantee.

IN WITNESS WHEREOF, Grantor and Grantee have entered into this Agreement as of the Effective Date set forth above.

GRANTOR,
CITY OF REDMOND

GRANTEE,
KING COUNTY HOUSING AUTHORITY

Mayor Angela Birney

Daniel R. Watson, Deputy Executive Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF)

DATED: _____.

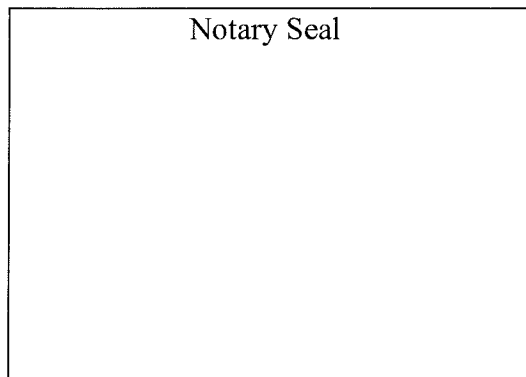
My appointment expires: _____

GRANTEE ACKNOWLEDGMENT - REPRESENTATIVE CAPACITY:

STATE OF)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that Robin Walls is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Executive Director/Chief Executive Officer of the King County Housing Authority to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

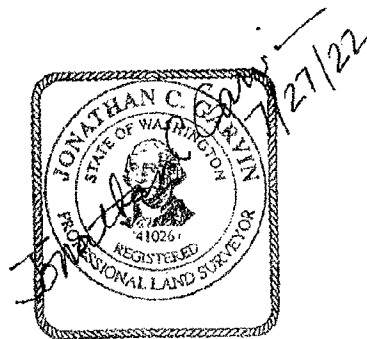
EXHIBIT "A"
SIGN EASEMENT LEGAL DESCRIPTION

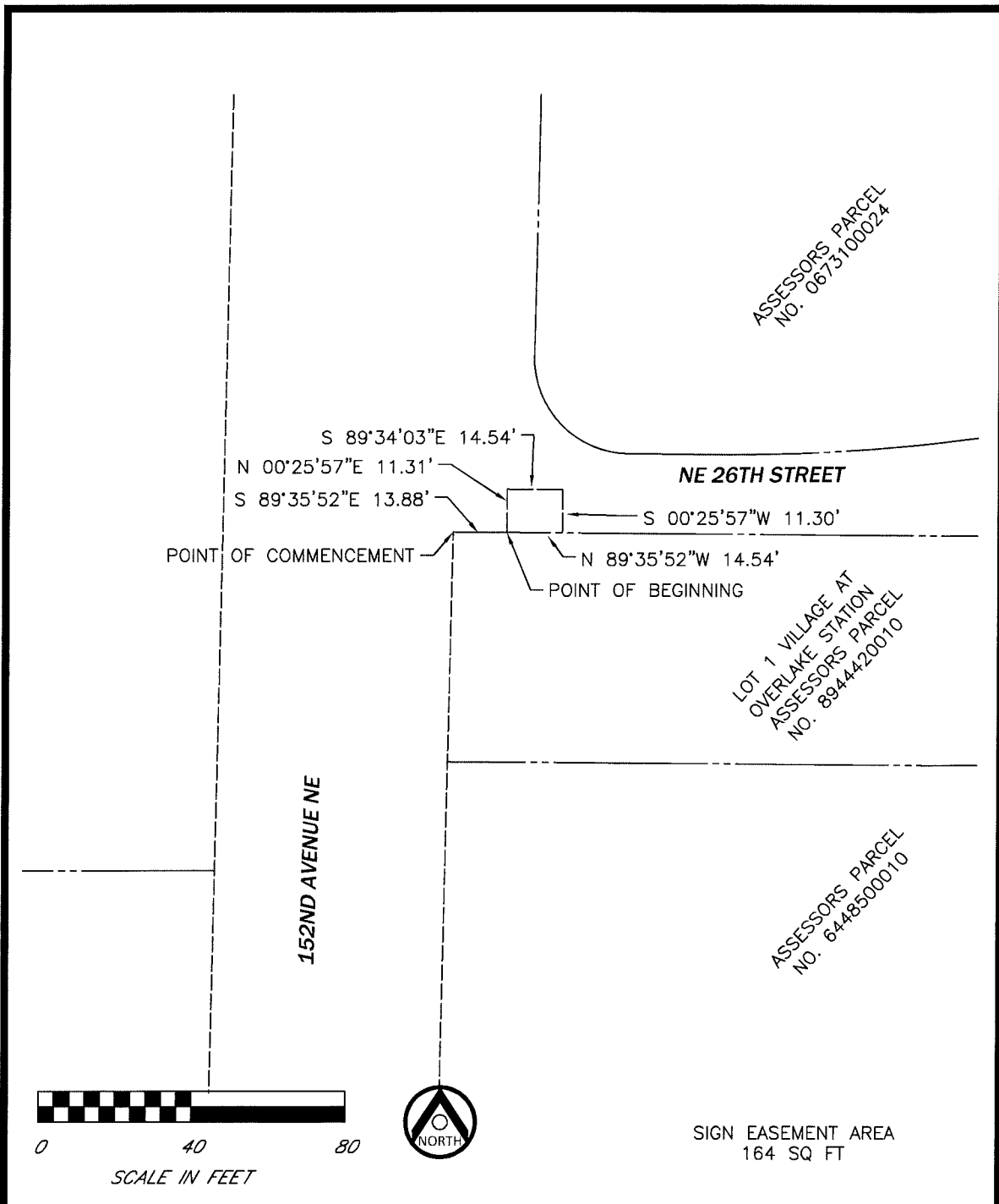
A PORTION OF CITY OF REDMOND RIGHT OF WAY IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 25 NORTH, RANGE 5 EAST, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF THE VILLAGE AT OVERLAKE STATION BINDING SITE PLAN, RECORDED IN VOLUME 219 OF PLATS, PAGES 53 THROUGH 58, UNDER RECORDING NO. 20031222001947, RECORDS OF KING COUNTY, WASHINGTON;

THENCE SOUTH 89° 35' 52" EAST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 13.88 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00° 25' 57" EAST, A DISTANCE OF 11.31 FEET;
THENCE SOUTH 89° 34' 03" EAST, A DISTANCE OF 14.54 FEET;
THENCE SOUTH 00° 25' 57" WEST, A DISTANCE OF 11.30 FEET TO A POINT ON SAID NORTH LINE;
THENCE NORTH 89° 35' 52" WEST, ALONG SAID LINE, A DISTANCE OF 14.54 FEET TO THE POINT OF BEGINNING.

CONTAINING 164 SQUARE FEET, MORE OR LESS.





152ND AVENUE NORTHEAST PROJECT
SIGN EASEMENT
CITY OF REDMOND RIGHT OF WAY
SW 1/4, SEC. 23, T. 25 N., R. 5 E., W.M.

DRAWN BY: J. GARVIN

DATE: 7-27-2022



1 ALLIANCE
GEOMATICS
SURVEYING & MAPPING

1261A 120TH AVE NE
Bellevue, Washington 98005

Ph: (425) 598-2200
Fax: (425) 502-8067

EXHIBIT B

Legal Description for

VILLAGE AT OVERLAKE STATION BSP

A tract of Land being a portion of Lot 2 of the City of Redmond Short Plat Number SS 79-18, as recorded August 27, 1979, under Recording Number 7908270637, in King County, Washington, situated in the Southeast Quarter of the Southwest Quarter of Section 23, Township 25 North, Range 5 East, W.M. in King County Washington.

Commencing at the Northwest Corner of said Lot 2; thence along the North line of said Lot 2, S 89° 35' 54" E a distance of 377.77 feet to the TRUE POINT OF BEGINNING of the herein described tract; thence S 89° 35' 54" E a distance of 407.21 feet to the Northeast Corner of said Lot 2; thence S 01° 08' 46" W a distance of 366.85 feet to the Southeast Corner of said Lot 2; thence along the South line of said Lot 2, S 89° 59' 30" W a distance of 402.13 feet; thence leaving said South line, N 00° 21' 07" E a distance of 369.70 feet to the True Point of Beginning.

The above described tract contains 3.42 acres more or less.

AND

The northern 60.01 feet of that certain Lot 1 "Transit Center" as identified in the Binding Site Plan recorded under King County Recording Number 20031222001947 with respect to Lot 2 of City of Redmond Short Plat SS 79-88.

