

Attachment C
Draft Easement – Public Pedestrian and Bicycle Access

Please return to:
City of Redmond
Finance-Real Property, MS 3NFN
PO Box 97010
Redmond, WA 98073-9710

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in) EASEMENT - PUBLIC PEDESTRIAN AND BICYCLE ACCESS
Reference Number(s) of Documents assigned or released: Additional reference numbers on page ____ of document
Grantor(s) Exactly as name(s) appear on document MICROSOFT CORPORATION <input type="checkbox"/> Additional names on page ____ of document
Grantee (s) Exactly as name(s) appear on document REDMOND, CITY OF <input type="checkbox"/> Additional names on page ____ of document
Legal description (abbreviated: i.e. lot, block, plat or section, township, range) <input type="checkbox"/> Additional legal is on Exhibit A of this document.
Assessor's Property Tax Parcel/Account Number <input type="checkbox"/> Assessor Tax # not yet
City of Redmond Reference: Project Number: _____ Permit Number: _____
The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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Attachment C
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PUBLIC PEDESTRIAN AND BICYCLE ACCESS EASEMENT

THIS PUBLIC PEDESTRIAN AND BICYCLE ACCESS EASEMENT (hereinafter referred to as “Easement Area”) is hereby executed by and between **Microsoft Corporation** (“Grantor”) and the **City of Redmond**, Washington, a municipal corporation organized under Title 35A RCW (Grantee).

RECITALS

WHEREAS, the Grantor has developed real properties (“Properties”), legally described in **Exhibit A**, attached hereto and incorporated herein by reference, and donates to the Grantee an easement for the purpose of providing public pedestrian and bicycle access over and across the Properties in an area legally described in **Exhibit B** attached, and depicted in **Exhibit C** attached hereto and incorporated herein by reference (“Easement Area”); and

WHEREAS, the Grantor desires to grant to the Grantee this Easement for the benefit of the general public and to establish maintenance and other obligations pertaining to the Easement;

NOW THEREFORE, in consideration of the foregoing and the covenants set forth herein, and in consideration of the mutual benefits accruing, the receipt and sufficiency of which are hereby acknowledged, the Grantor and Grantee agree as follows:

1. Grant of Easement. The Grantor does hereby grant to the Grantee, for the use and benefit of the general public a non-exclusive public pedestrian and bicycle access easement over and across the properties described in **Exhibit A** and for permitting construction and maintenance of said public pedestrian and bicycle access together with the right of ingress and egress to, from and across said properties for the foregoing purposes, in an area legally described in **Exhibit B** and depicted in **Exhibit C**, over, across, along, in, and upon the Properties.
2. Use of Easement Area. The Grantor retains the right to use the Easement for any purpose not inconsistent or interfering with the easement rights granted to the Grantee. Use of the Easement does not include the authority to plant or maintain landscaping in or abutting the Easement not in compliance with the Grantee’s municipal code or which may have root patterns that could cause damage to or interfere with pedestrian and bicycle improvements or to erect or maintain any structures, fences, gates, or any other physical feature which will act as a barrier to pedestrian and bicycle access.
3. Covenant Running with the Land. The Easement is intended as a covenant running with the land and shall inure to the benefit of the general public and be recorded with the King County Recorder’s Office.
4. Maintenance of the Easement. The Grantor shall be responsible for maintenance and repair of the Easement Area. The Grantor shall be required to maintain the Easement Area in a reasonably safe condition for pedestrians and bicyclists, including promptly making repairs as hazardous conditions

Attachment C

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are reported either to the Grantee or to the Grantor directly by the traveling public. Should the Grantee receive any reports from the public regarding hazardous conditions on the Easement Area, the Grantee shall promptly notify the Grantor of such report. Notwithstanding the indemnification provisions of Paragraph 5 below, the Grantor specifically agrees to protect, defend, indemnify, and hold harmless the Grantee, its officers, employees, and agents, from any and all costs, claims, demands, judgments, damages, or liability of any kind, including injuries to persons or damages to property, arising out of or in any way resulting from any negligent acts or omissions relating to maintenance or repair of the Easement Area.

5. **Indemnity.** The Grantor agrees on its behalf and that of any successor or assign to protect, defend, indemnify, and hold harmless the Grantee, its officers, employees, and agents, from and against any and all actions, claims, costs, damages, demands, expenses, fines, injuries, judgments, liabilities, losses, penalties, or suits including, without limitation, attorneys' fees and costs (collectively, "claims") of any kind allegedly arising directly or indirectly from the Grantor's performance of the obligations contained in this Easement, provided, however, where such actions, claims, costs, damages, or suits result from the concurrent negligence of the Parties, the Grantor's indemnity provisions provided herein shall be valid and enforceable only to the extent of the Grantor's own negligence. The provisions of this Paragraph shall apply to claims by the Grantor's own employees and the employees of the Grantor's agents, representatives, contractors, and subcontractors to which the Grantor might otherwise be immune under Title 51 RCW. This waiver of immunity under Title 51 RCW has been mutually negotiated by the parties hereto, and the Grantor acknowledges that the Grantee would not enter into this Easement agreement without the Grantor's waiver thereof.
6. **Insurance.** Grantor shall maintain and shall cause its agents to maintain commercial general liability insurance against any loss, liability or damage on, about or relating to Grantor's activities involving the Easement or Easement Area with limits of not less than \$3,000,000 combined single limit, per occurrence and in the aggregate, and containing a deductible or self-insured retention of not more than \$10,000. The insurance shall name the Grantee as an additional insured. The insurance shall (a) be written by a company having a financial rating of at least "VIII" and a general policy holder's rating of "A," as rated in the most current Best's Key Rating Guide Property – Casualty, (b) have attached thereto an endorsement that such policy shall not be cancelled or materially changed without thirty (30) days prior written notice to the other party, (c) provide for severability of interests, and (d) provide that any act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to the additional insured. The Grantor shall deliver a certificate of insurance for the insurance policy required under this paragraph to the Grantee within 30 days following execution of this Easement. In addition, the Grantor shall maintain Workers Compensation and Employers' Liability insurance as required by Washington State.
7. **Recovery of Litigation Costs.** If either party brings suit against the other in order to enforce the provisions of this Easement or to redress any breach thereof, the prevailing party in such action shall be entitled to recover its reasonable costs and reasonable attorney's fees incurred in such

Attachment C
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action from the non-prevailing party, in addition to any other relief to which the prevailing party may be entitled.

8. Notices. Notices under this Easement shall be provided to the following:

City of Redmond	[Property Owner]
Finance-Real Property, MS: 3NFN	[Address]
P.O. Box 97010	[City, State, Zip]
Redmond, WA 98073-9710	[Phone Number]

9. Miscellaneous. This Easement is granted for mutual benefit of both herein named parties and constitutes the entire agreement between the parties concerning its subject matter and supersedes any previous agreements or negotiations. This Easement may only be amended in writing, signed by both parties. In the event that both the Grantee and Grantor of this Easement concurrently declare the rights granted herein to be surplus to the original conveyance, Grantee shall terminate, relinquish and release its rights by way of quit claim only and without further consideration. Any disputes regarding this Easement shall be governed by the laws of the State of Washington and venue shall be properly in King County Superior Court.

IN WITNESS WHEREOF, the parties have executed this easement as of the last date set forth below.

CITY OF REDMOND

[Property Owner]

By: **[NAME]**

Angela Birney, Mayor

[NAME, TITLE]

Date: _____

Date: _____

ATTEST/AUTHENTICATED:

Cheryl Xanthos, City Clerk

Attachment C

STATE OF WASHINGTON

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I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as the authorized signatory of _____.

_____, to be

Dated this _____ day of _____, 20____.

Notary Seal

Please stay within block

Please stay within block

Notary Signature:_____

Notary Print Name: _____

Notary Public in
and for the State of: _____

Residing at:_____

My Appointment Expires:_____

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Exhibit 1

Legal Description of Grantor's Properties

(Insert the legal descriptions of the four properties)

Attachment C

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Exhibit 2

Legal Description of the Easement

Attachment C

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Exhibit 3

Map Depiction of Easement Area