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BY THE
RECORDS DIVISION
KING COUNTY

KING COUNTY WATER AND SEWER DISTRICT NO. 82
UTILITIES EASEMENT

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The Grantor, SWANSON-DEAN, for and in consideration of the sum of no dollars whereof is hereby acknowledged, do hereby grant, sell, and convey to WATER AND SEWER DISTRICT NO. 82 OF KING COUNTY, WASHINGTON, a municipal corporation, its successors and assigns, easements, and rights-of-way over, through, under, across, in, and upon the following described real property located in King County, State of Washington, to-wit:

Location: NE QUARTER AND SE QUARTER OF SECTION 16, TOWNSHIP 24N, RANGE 6E, TAX LOT #32 (ASSESSOR ACCOUNT NO. 16240690320).

Legal Description: NE 1/4 & NE 1/4 OF SE 1/4 LESS POR BEG NE COR SD NE 1/4 TH S ALG E LN 534.69 FT TH N 88-16-03 W 30 FT TO TPOB TH CONT N 88-16-03 W 32 FT TH ALG CRV RGT RAD 328 FT ARC DIST OF 171.74 FT TH N 58-16-03 W 543.65 FT TH ALG CRV LFT RAD 62 FT ARC DIST OF 63.78 FT TH N 01-43-57 E 215.60 FT TO N LN SD SUBD TH W ALG SD N LN 330 FT TH S 01-43-57 W 485.06 FT TH S 52-13-57 W 798.86 FT TH S 37-46-03 E 871 FT TH N 52-13-57 E 500 FT TH S 37-46-03 E 541.50 FT TH ELY ALG CRV LFT RAD 160 FT ARC DIST OF 217.04 FT TH N 64-30-40 E 90.86 FT TH ELY ALG CRV RGT RAD 190.25 FT ARC DIST OF 87.34 FT TO WLY MGN CO RD TH NLY ALG SD MGN 537.18 FT TH S 88-16-03 E 12 FT TO W LN OF E 30 FT SD SUBD TH N ALG SD W LN 673.23 FT TO TPOB LESS BEG TPOB ABOVE DESC TH N 88-16-03 W 32 FT TH ALG CRV RGT RAD 328 FT ARC DIST OF 171.74 FT TH N 58-16-03 W 543.65 FT TH ALG CRV TO LFT RAD 62 FT ARC DIST 1.15 FT TH N 01-43-57 E 215.81 FT TO N LN SD SUBD TH E ALG SD N LN 667.82 FT TO WLY MGN CO RD TH S ALG SD WLY MGN 534.58 FT TO POB & LESS COR DS

Permanent Utility Easement:

A 15 FT. WIDTH ALONG THE FULL LENGTH OF AN ALIGNMENT BEGINNING AT A POINT 244.03 FT. SOUTHERLY, ALONG THE SECTION LINE, OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24, RANGE 6 EAST, W.M. AND CONTINUING IN A WESTERLY DIRECTION FOLLOWING A LINE WITH A BEARING OF: N 75°56'48" W FOR A DISTANCE OF APPROXIMATELY 396.43 FT; THENCE N 77°16'43" W 356.97 FEET; THENCE N 70°25'55" W 273.65 FEET; THENCE N 64°14'40" W 188.10 FEET; THENCE N 84°49'10" W 317.98 FEET; THENCE N 83°12'03" W 268.23 FEET; THENCE N 88°25'43" W 214.16 FEET; THENCE N 77°46'58" W 274.93 FEET; THENCE N 68°29'58" W 288.28 FEET; THENCE N 50°14'53" W APPROXIMATELY 243.36 FEET TO AN END POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 16.

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EXCISE TAX NOT REQUIRED

King Co. Records Division

By  Deputy

Temporary Construction
Easement:

A 30 FT. WIDTH ALONG THE FULL LENGTH OF AN ALIGNMENT BEGINNING AT A POINT 244.03 FT. SOUTHERLY, ALONG THE SECTION LINE, OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24, RANGE 6 EAST, W.M. AND CONTINUING IN A WESTERLY DIRECTION FOLLOWING A LINE WITH A BEARING OF: N 75°56'48" W FOR A DISTANCE OF 396.43 FT; THENCE N 77°16'43" W 356.97 FEET; THENCE N 70°25'55" W 273.65 FEET; THENCE N 64°14'40" W 188.10 FEET; THENCE N 84°49'10" W 317.98 FEET; THENCE N 83°12'03" W 268.23 FEET; THENCE N 88°25'43" W 214.16 FEET; THENCE N 77°46'58" W 274.93 FEET; THENCE N 68°29'58" W 288.28 FEET; THENCE N 50°14'53" W 243.36 FEET TO AN END POINT ON THE NORTH-SOUTH CENTERLINE OF SAID SECTION 16.

for the uses and purposes hereafter described.

Said heretofore mentioned Grantee, its successors or assigns, shall have the right, without prior notice or proceeding at law, at such times as may be necessary, have ingress and egress to the above-described property for the purpose of construction, operation, maintenance, and/or repair, and/or replacement, and/or making additions to the District's System and portions thereof installed and to be installed on the above-described property, without incurring any legal obligations or liability therefore, provided, that such construction, maintaining, repairing, altering, or reconstruction of such utility shall be accomplished in such a manner that the private improvements existing in the right(s)-of-way shall not be disturbed or damaged, or in the event they are disturbed or damaged, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee.

Grantors and Grantee, by accepting and recording this easement, mutually convenient and agree as follows:

1. Grantee shall upon completion of any initial construction of any System facilities described herein remove all debris and restore the surface of the above-described property as nearly as possible to the condition in which it existed or to better conditions than at the date of this agreement.
2. Grantee shall, if the above-described property is disturbed by the maintenance, removal, repair, or replacement of the facilities specified herein, restore the surface of the above-described property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair, or replacement.
3. Grantee shall defend, protect, and hold Grantors harmless from any and all claims, demands, loss, damage, to or loss or destruction of property and/or person whosoever suffered by Grantors, their successors and assigns, or by any person, firm, or corporation by reason of the construction and/or maintenance of the System's facilities by Grantee.
4. The Grantor(s) shall fully use and enjoy the aforescribed property, including the right to retain the right to use the surface of said right-of-way if such use does not interfere with installation and maintenance of the System's facilities. However, the Grantor(s) shall not erect buildings or structures over, under, or across the right-of-way during the existence of such utility.

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5. Grantee shall construct a maintenance and access road at the completion of initial construction which shall generally follow the pipeline location but shall meander to meet grantor's development requirements for assuring that the pipeline and road corridor is restored and/or constructed to appear as a pedestrian trail. The grantor and grantee shall establish the exact road alignment and the grantor shall grant the grantee an as-built easement for said road.

This easement, shall be a covenant running with the land and shall be binding on the Grantor(s), his successors, heirs, and assigns. Grantor(s) covenant that they are the lawful owners of the above property and that they have a good and lawful right to execute this agreement.

In witness whereof, the said Grantor(s) has executed this easement.

Dated this 21st day of November, 1983 at Bellevue, Washington.

SWANSON-DEAN CORPORATION

By: [Signature]

Executive Vice-President

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STATE OF WASHINGTON)
COUNTY OF KING)

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 21st day of November, 1983 personally appeared before me Gary L. King and to me known to be the President and Secretary respectively, of the corporation that executed the within and foregoing instrument as Vendor, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said corporation and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
Notary Public in and for the State of Washington, residing at Bellevue