

Record Date:9/12/2025 8:50 AM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY JEZEBEL ST. JOHN, DEPUTY

After recording return document to:

City of Renton

City Clerk's Office

1055 South Grady Way

Renton, WA 98057

Grantor(s): City of Renton, a Washington municipal corporation

Grantee(s): Renton Regional Fire Authority, a Washington Municipal Corporation

Abbreviated Legal Description:

Full Legal Description on Page(s) 8 and 9 of document

King County Parcel Numbers: Tract A of City of Renton SP LUA20-000142, Rec. No.

20220721900052, 3342103245 - Benefited Property

EASEMENT AGREEMENT

This Easement Agreement, effective as of the last-dated signature below, is made and entered into by and between the Grantor, City of Renton, a Washington municipal corporation (the "City" or "Grantor"), and Renton Regional Fire Authority, a Washington Municipal Corporation, and its successors and assigns ("RRFA" or "Grantee").

RECITALS

WHEREAS, the City owns certain real property legally described on Exhibit A ("Tract A"), attached hereto and incorporated by this reference; and

WHEREAS, RRFA owns certain real property commonly known as 1404 North 30th Street, Renton, Washington and legally described in Exhibit B ("RRFA Property"), attached hereto and incorporated by this reference; and

WHEREAS, Tract A is immediately west of and adjacent to the RRFA Property; and

WHEREAS, the City also owns utility property immediately north of, and adjacent to, both Tract A and the RRFA Property ("Lot 2" or the "Reservoir").

AGREEMENT

NOW THEREFORE, for and in consideration of rights and benefits set forth in a separate agreement between the parties, receipt of which is hereby acknowledged, the undersigned parties agree as follows:

1. Grant of Easements.

a. Access Easement. Grantor, the City, does hereby grant and convey unto "Grantee" a nonexclusive easement ("Access Easement") over and upon the existing driveway, depicted on Exhibit C (the "ACCESS EASEMENT AREA DEPICTION and TRENCH EASEMENT AREA DEPICTION") attached hereto and incorporated by this reference.

b. Trench Easement. Grantor further grants and conveys to Grantee a nonexclusive easement over and under the existing trench drain ("Trench Easement"). Grantee's easement rights shall be exercised within five feet (5') of each side of the centerline of the existing trench drain as now constructed, totaling ten feet (10') in width ("Trench Easement Area") which existing trench drain is located approximately thirty feet (30') from, and running parallel to, the southerly boundary of Tract A and is depicted on Exhibit C attached hereto and incorporated by this reference.

2. Purpose and Use of Easement Areas. The Grantee and its agents, designees and/or assigns shall have the right at such times as deemed necessary by Grantee, to enter and traverse the Access Easement Area for the purposes of ingress and egress for Fire Station 15 on the RRFA Property. Grantee's right to the Trench Easement Area is exclusively for the purpose of maintaining, repairing or replacing the existing trench drain.

3. Maintenance Rights and Obligations; Access Easement Limitations. The Parties agree to the following rights and obligations for access and maintenance relating to Tract A:

a. Grantor will maintain the asphalt surface of Tract A. Grantor retains the right to block Grantee's access and use of Tract A during emergencies and for maintenance, repairs, and construction, when needed, within Tract A.

b. When necessary, Grantor may block Grantee's access and use of Tract A during emergencies and for maintenance, repairs, and construction on Lot 2.

c. RRFA will maintain, repair and replace the existing trench drain described above and depicted in Exhibit C. The RRFA shall be responsible for any in-kind pavement restoration required following any repair or replacement of the trench drain.

d. Before exercising its rights to block Grantee's access pursuant to paragraphs a. and b. of this section, Grantor will provide RRFA a minimum of fifteen (15) calendar days' advance notice of the need to block RRFA's access to Tract A for planned work and will notify RRFA as soon as reasonably possible under emergency circumstances.

4. Access Gate. The Parties agree that Grantee may maintain an access gate restricting access over Tract A. RRFA shall provide all necessary keys or codes to the City and City designees so that the City and City designees can access Tract A at all times. The key card access and motor are currently and may remain located on the west side of the driveway. RRFA is solely responsible for the maintenance, repair, or replacement of the gate. The gate shall be maintained in good operational conditions at all times. If the gate malfunctions, RRFA shall manually open the gate and keep it open for access until RRFA has repaired or replaced the gate so that the City has continuous, unrestricted access to Tract A and Lot 2.

5. Covenant Running with the Land. These easements and covenants shall run with the land described herein, and shall be binding upon the parties, their successors, heirs, and assigns for the benefit of Fire Station 15 on the RRFA Property.

6. Termination.

a. Grantee's Access Easement rights shall terminate if

- i. Grantee sells or transfers the RRFA Property, and
- ii. it is no longer used as a fire station.

b. Grantee's Trench Easement rights shall terminate with the termination of covenants relating to maintenance of drainage facilities on the RRFA Property as set forth in the Declaration of Covenant for Inspection and Maintenance of Drainage Facilities and On-Site BMPS recorded under King County recording no. 20221114000186 and any subsequent covenants that replace or supplement that recorded covenant.

7. Indemnification. Grantee agrees to hold harmless, indemnify and defend Grantor from and against any and all claims, losses or liability, for injuries, sickness or death of persons, including Grantee's agents and employees, or damage to Grantee's property, arising out of the exercise of its rights under this ingress and egress easement or any willful

misconduct or negligent act, error, or omission of Grantees, its officers, agents, contractors, subcontractors, licensees, or employees, in connection with Grantee's activities authorized by this ingress and egress easement, provided, however, that:

a. Grantee's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, or damage caused by or resulting from the sole willful misconduct or sole negligence of Grantor; and

b. Grantee's obligations to indemnify, defend and hold harmless for injuries, sickness, death, or damage caused by or resulting from the concurrent negligence or willful misconduct of Grantee and Grantor, or of Grantee and a third party other than an officer, agent, contractor, or employee of Grantee, shall apply only to the extent of the negligence or willful misconduct of Grantee (including an officer, agent, contractor or employee of Grantee).

8. Enforcement. In the event of any conduct inconsistent with the rights and obligations created herein, the parties shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of competent jurisdiction.

9. Attorney Fees. In the event of a dispute arising out of this Easement Agreement, the substantially prevailing party or parties shall be entitled to recover its/their reasonable attorneys' fees and costs, whether or not court action is instituted to resolve the dispute, and whether the fees and costs were incurred before, during, or after trial, on appeal, in bankruptcy, or in collection or enforcement of a judgment.

10. Negotiation and Construction. This Easement Agreement and each of its terms and provisions shall be deemed to have been explicitly negotiated between the parties. The language in all parts of this Easement Agreement shall be construed according to its fair meaning and not strictly for or against any party. To the extent any uncertainty or ambiguity exists, such uncertainty or ambiguity shall not be interpreted against any party as author or drafter of the Easement Agreement. Each party represents that he or she has had a full and fair opportunity to review this Easement Agreement with independent counsel of their own choosing before signing it.

11. Captions. The captions in this Easement Agreement have been inserted for convenience and reference purposes only. They do not purport to, and shall not be deemed to define, limit, or extend the scope or intent of the provisions of this Easement Agreement.

12. Severability. If any provision of this Easement Agreement is determined to be invalid or unenforceable, that provision shall be severed and the remainder of this Easement Agreement shall continue in effect and be enforceable to the fullest extent permitted by law.

13. Entire Agreement; Amendment. Except as otherwise agreed herein, this Easement Agreement and the Exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter of this Easement Agreement. This Easement Agreement may not be amended, modified, or revoked except by means of a written document executed by all of the parties or their respective heirs, successors, or assigns.

14. Waiver. Neither party's waiver of the breach of any provision of this Easement Agreement shall be construed as a waiver of the breach of any other provision or as a waiver of a subsequent breach of the same provision.

15. Counterparts. This Easement Agreement may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if all parties to the counterparts had signed the same instrument.

Dated: August 18, _____, 2025.

Grantor:

CITY OF RENTON

By 
Armondo Pavone, Mayor

Date August 18, 2025

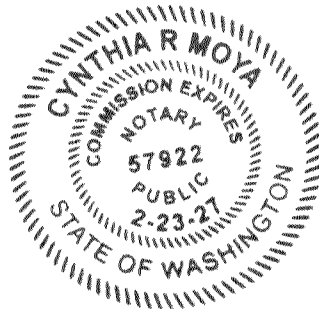
ATTEST:


Jason A. Seth, City Clerk



STATE OF Washington }
COUNTY OF King } ss.

On this 18th day of August, 2025, before me personally appeared:
Armondo Pavone to me known to be the Mayor of City of Renton, and acknowledged the said
instrument to be the free and voluntary act and deed of the City of Renton, for the uses and
purposes therein mentioned, and each on oath stated that they were authorized to execute
said instrument:



Cynthia R Moya
Notary Public

Cynthia R Moya
Printed Name

Residing at Renton, Wa

My appointment expires 2-23-2027

Grantee
RENTON REGIONAL FIRE AUTHORITY

By Steven C. Heitman

(Name): Steven C. Heitman

Its (Title): Fire Chief

Date: July 10, 2025

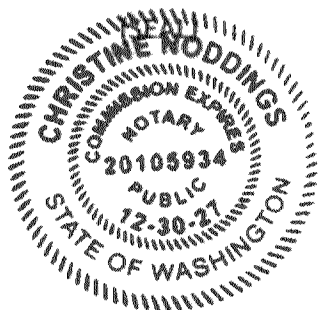
STATE OF Washington }
COUNTY OF King } ss.

Easement Agreement

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I certify that I know or have satisfactory evidence that Steven C. Heitman
is the person who appeared before me, and said person acknowledged that they signed this
instrument, and on oath stated that they were authorized to execute the instrument and
acknowledged it as the Fire Chief of Renton Regional Fire
Authority, to be the free and voluntary act of such party for the uses and purposes mentioned
in the instrument.

DATED this 10th day of July, 2025.



Christine Noddings
Notary Public

Christine Noddings
Printed Name

Residing at Enumclaw, WA

My appointment expires 12-30-2027

EXHIBIT "A"
TRACT A LEGAL DESCRIPTION

TRACT "A" OF CITY OF RENTON SHORT PLAT LUA20-000142 AS RECORDED IN
VOLUME 469 OF SURVEYS, PAGES 260 – 261, UNDER KING COUNTY RECORDING
NO. 20220721900052. SITUATE IN KING COUNTY, WASHINGTON.

Tax Parcel No. 334210TR-A

EXHIBIT "B"
RRFA PROPERTY (LOT 1) LEGAL DESCRIPTION

LOT 1 OF CITY OF RENTON SHORT PLAT LUA20-000142 AS RECORDED IN
VOLUME 469 OF SURVEYS, PAGES 260 – 261, UNDER KING COUNTY RECORDING
NO. 20220721900052. SITUATE IN KING COUNTY, WASHINGTON.

Tax Parcel No. 334210-3245

EXHIBIT C
ACCESS EASEMENT AREA DEPICTION and TRENCH EASEMENT AREA DEPICTION

