

Record Date:8/19/2025 3:53 PM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY JAMES JUN, DEPUTY

After recording return document to:

City of Renton
City Clerk's Office
1055 South Grady Way
Renton, WA 98057

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

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

Abbreviated Legal Description:

Full Legal Description on Page(s) 7 of document

King County Parcel Number: 334210-3245

UTILITY EASEMENTS

The Grantor(s), Renton Regional Fire Authority, a Washington Municipal Corporation ("RRFA" or "Grantor"), for and in consideration of rights and benefits set forth in a separate agreement between the parties, receipt of which is hereby acknowledged, does hereby grant and convey unto City of Renton, a Washington municipal corporation, and its successors and assigns ("City" or "Grantee"), from the property legally described on Exhibit A (the "Property"), attached hereto and incorporated by this reference, the following permanent, utility easements with necessary appurtenances and access thereto:

1. Easements.

a. An East Utility Easement, depicted in Exhibit B and incorporated by reference, over, under, in, on, along, across, through, below, and upon the East ten feet (10') of the South 129 feet of Lot 1, called out on City of Renton short plat, King County Recording No. 20220721900052 as "10' Utility Easement for Sanitary Sewer Main Rec. No. 7502070411" (the "East Utility Easement Area").

b. A Conduit Easement, depicted in Exhibit B and incorporated by reference, over, under, in, on, along, across, through, below, and upon Lot 1, which Conduit Easement shall be twenty feet (20') in width, centered on the existing conduit line as depicted in Exhibit C (the "Conduit Easement Area").

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The easement areas described in this paragraph may be referred to collectively as the "Easement Areas." Grantee shall have the right of access to the Easement Areas over, under, in, on, along, across, through, below, and upon the Property to enable Grantee to exercise its rights granted herein.

2. Except as provided below, the Grantee, its successors or assigns, shall have the right, without prior notice or proceeding at law, at such times as may be necessary to enter upon said above described property for the purpose of constructing, maintaining, repairing, altering, or reconstructing utilities, including water and sewer or radio and Wi-Fi conduit, or making any connections therewith, without incurring any legal obligations or liability therefore, provided, that such construction, maintaining, repairing, altering, or reconstruction of said utilities shall be accomplished in such a manner that the private improvements existing in the Easement Areas shall not be disturbed or damaged. If damaged, the private improvements will be replaced in as good a condition as they were immediately before the property was entered upon by the City. The Grantee recognizes that the Conduit Easements cross ingress and egress routes necessary for the Grantor to provide emergency services. Grantee shall not have the right to block or interfere the emergency vehicle ingress and egress when exercising its rights under this section unless the Grantee obtains the Grantor's advance written permission.

3. Grantee shall have the right, but not the obligation, to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Areas. Grantee shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Areas.

4. Grantor, its successors or assigns, shall use and enjoy the Easement Areas, including the right to use the surface of said Easement Areas if such use does not interfere with installation and maintenance of the utilities. However, Grantor, its successors or assigns, shall not erect buildings or structures over, under, or across the Easement Areas during the existence of such utilities.

5. Covenants Running with the Land. The easements for public utilities described herein shall be covenants running with the land and shall be binding on Grantor, its successors, heirs, and assigns.

6. 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

UTILITY EASEMENTS

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).

7. 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.

8. 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.

9. 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.

UTILITY EASEMENTS

10. 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.

11. 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.

12. 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.

13. 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.

14. 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: July 10, 2025.

Grantor:

RENTON REGIONAL FIRE AUTHORITY

By 

(Name): Steven C. Heitman

Its (Title): Fire Chief

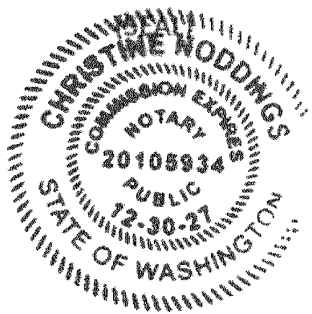
Date: July 10, 2025

UTILITY EASEMENTS

STATE OF Washington }
COUNTY OF King } ss.

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

UTILITY EASEMENTS

Grantee

CITY OF RENTON

By 
Armondo Pavone, Mayor

Date August 18, 2025

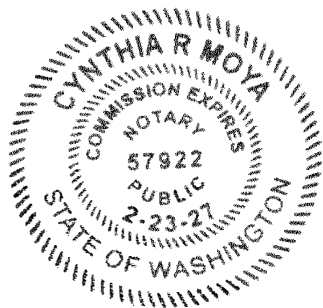
ATTEST:

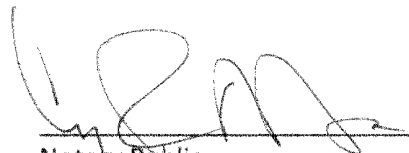

Jason A. Seth, City Clerk



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:




Notary Public

Cynthia R Moya
Printed Name

Residing at Renton WA

My appointment expires 2-23-2027

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EXHIBIT "A"
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.

UTILITY EASEMENTS

EXHIBIT B EAST UTILITY EASEMENT AREA and CONDUIT DEPICTION AREA

