

Recording Requested By And
When Recorded Mail To:

King County
Water and Land Resources Division
Attn.: Robert Jackson
201 South Jackson Street, Suite 5600
Seattle, WA 98104

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

GRANTOR: Amin Khabani and Cindee Khabani, a married couple
GRANTEE: King County, a political subdivision of the State of Washington
Legal Description (abbreviated): Lot B, S90M0307
Assessor's Tax Parcel ID#: 202606-9009

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made as of the 12th day of July, 2022 by Amin Khabani and Cindee Khabani ("Grantor") in favor of KING COUNTY, a political subdivision of the State of Washington ("Grantee") with reference to the following facts:

RECITALS

- A. WHEREAS, The County will be conducting a habitat improvement project within the regulatory stream buffers for Bear Creek located upon Grantor's property, which will include planting and possibly removal of vegetation, and;
- B. WHEREAS the intent of the project is for fisheries enhancement, and vegetation or other structure placed within the project area are not expected to cause any negative flooding effects or changes in flood rise elevation, and;
- C. WHEREAS, the GRANTOR represents and warrants that they are the owner of that certain parcel of land (the "Property") described as follows:

LOT B OF KING COUNTY LOT LINE ADJUSTMENT No. S90M0333, RECORDED UNDER RECORDING NUMBER 9103150307

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, the parties agree as follows:

AGREEMENT

1. Temporary Construction Easement. Grantor hereby grants Grantee, a temporary construction easement granting Grantee and its respective agents, officers, contractors,

subcontractors, suppliers and their respective agents, officers and employees the right to enter upon and have access to that portion of the Property as shown on the map attached hereto as Exhibit B and by this reference incorporated herein (the "Easement Area") for the purpose of performing the project as described in paragraph A of the Recitals herein, and to take such other actions upon the Easement Area as are reasonably necessary to complete the project.

2. Construction of Improvements.

(a) Grantee shall take all appropriate measures to protect the safety of persons and property on adjoining land while using the Easement Area.

(b) Grantee: (i) shall not commit or suffer any waste upon the Easement Area or the Property; (ii) shall not do or permit anything to be done in, on or about the Property or the Easement Area that is illegal or unlawful; and (iii) shall comply with all environmental, health and safety requirements imposed by the permitting jurisdictions or other governmental authorities or environmental laws. Grantee shall not damage the Easement Area or the Property during the exercise of the rights granted herein. Should the Easement Area or the Property or any improvements located thereon or any vehicles parked on the Property outside of the Easement Area be damaged or destroyed by the exercise of the rights granted hereunder by Grantee or Grantee's contractors, subcontractors, suppliers, employees, agents, licensees or invitees, Grantee shall repair the damage to any vehicles, the Easement Area or the Property and restore the Easement Area or the Property to good condition and repair. Grantee shall, at its sole cost and expense, upon completion of the Improvements, remove all construction debris, materials, equipment and vehicles from the Easement Area and install such construction barricades, fencing and signage as may be required to protect the safety of persons and property.

(c) To the extent permitted by law, each party shall protect, defend, indemnify and save harmless the other party and its respective agents, officers, contractors, subcontractors, suppliers and their respective agents, officers and employees, from any and all costs, expenses, claims, actions, suits, liability, loss, judgments, attorneys' fees and/or awards of damages arising out of or in any way resulting from the indemnifying party's, respective agents', officers', contractors', subcontractors', suppliers' and their respective agents', officers' and employees' negligent acts, errors or omissions related to each party's exercise of rights pursuant to this Agreement. If such costs, expenses, claims, actions, suits, liability, loss, judgments, attorneys' fees and/or awards of damages are caused by, or result from, the concurrent negligence of the parties, or their respective agents, officers, contractors, subcontractors, suppliers and their respective agents, officers and employees, this Section shall be valid and enforceable only to the extent of the negligence of each party, its respective agents, officers, contractors, subcontractors, suppliers and their respective agents, officers and employees.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of indemnifying party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the indemnified party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed by them.

3. Reservation. Grantor reserves the right to use the Easement Area for any and all purposes which do not materially interfere with Grantee's use of the Easement Area for the purposes stated herein and are not otherwise inconsistent with the rights herein contained.

4. Term. The temporary construction easement granted herein will commence upon execution of this Agreement and shall automatically terminate upon the earlier of (a) Grantee's determination that the Improvements are complete, or (b) twelve (12) months from the date hereof unless sooner terminated by written agreement of the parties. For the duration of the term provided herein, this Agreement shall be binding on Grantor's successors in interest and shall run with the land. Once the temporary construction easement granted hereunder has terminated, upon the request of either party, the parties shall record a termination of this Agreement in the real property records of King County, Washington.

5. Miscellaneous.

(a) All recitals set forth above are incorporated into this Agreement as though fully set forth herein. The captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement nor the intent of any provision hereof.

(b) This Agreement cannot be assigned by Grantee without the prior written consent of Grantor, which consent may be withheld by Grantor in its sole and absolute discretion.

(c) This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereto. This Agreement cannot be amended except by an instrument in writing signed by the parties hereto.

(d) If any portion of this Agreement shall be deemed void, illegal or unenforceable, the balance of this Agreement shall not be affected thereby. The terms and conditions of this Agreement shall be construed as a whole in accordance with the intention of the parties and without regard to any canons requiring construction against the party responsible for drafting this Agreement.

(e) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington and venue shall lie exclusively in King County Superior Court. The parties waive the right to file suit elsewhere.

(f) In the event either party employs an attorney to enforce or interpret any of the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees in connection with such action.

(g) Time is of the essence in the performance of this Agreement.

(h) In the event of a breach of any of the covenants or agreements set forth in this Agreement, 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 and injunctive relief issued by a court of competent jurisdiction.

(i) This Agreement may be executed in counterparts each of which is an original and all of which shall constitute but one original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR

DocuSigned by:

0F1C457CB7B4418...
Amin Khabani

DocuSigned by:

543EE7819684435...
Cindee Khabani

GRANTEE

KING COUNTY, a political subdivision of the State of Washington

By: _____
Name: _____
Title: _____

EXHIBIT B

