

MOTION NO. 9716 **1**

1 A MOTION authorizing the County Executive to  
2 grant easements to Puget Sound Power and Light  
3 Company, U.S. West Communications, Water  
4 District No. 111, Soos Creek Water and Sewer  
5 District, and Michael and Kathryn Passic for  
6 ingress, egress and utilities.

7 WHEREAS, the department of public works has requested the  
8 vacation of a portion of 148th Avenue Southeast, in Council  
9 District No. 9 (V-2081), and

10 WHEREAS, the proposed vacation area is within Lake Meridian  
11 Park and upon vacation will become part of the park. The parks,  
12 planning and resources department has included the area in its  
13 development plan for the park, and

14 WHEREAS, the approved county franchises that allow the  
15 utilities to occupy 148th Avenue SE will no longer apply once the  
16 road is vacated, leaving the utilities without legal rights to  
17 remain unless easements are granted, and

18 WHEREAS, the vacation of 148th Avenue Southeast will landlock  
19 Michael and Kathy Passic's property unless an easement is granted,  
20 and

21 WHEREAS, the natural resources and parks division has  
22 developed a paved surface private road from 152nd Avenue Southeast  
23 to serve Michael and Kathy Passic's property, and

24 WHEREAS, in order to complete the road vacation of that  
25 portion of 148th Avenue South within Lake Meridian Park, it is  
26 recommended that the county council give the county executive the  
27 authorization to convey easement to the referenced utilities and to  
28 the Passic property (Tax Lots 0022 and 0023), and

29 WHEREAS, the department of public works and the natural  
30 resources and parks division have raised no objection to the  
31 conveyance of the subject easements;

32 NOW, THEREFORE, BE IT MOVED by the Council of King County:

33 The King County executive is hereby authorized to execute  
utility easements in favor of Puget Sound Power and Light, U.S.  
West Communications, Water District No. 111, and Soos Creek

1 Water and Sewer District for the operation and maintenance of their  
2 utilities on King County property, substantially in the form of  
3 exhibits A through D.

4 The King County executive is hereby authorized to execute an  
5 easement to Michael and Kathryn Passic, their successors and  
6 assigns for access over, through, across and under King County  
7 property, substantially in the form of exhibit E.

8  
9 PASSED by a vote of 13 to 0 this 4<sup>th</sup>  
10 day of December, 1995.

11 KING COUNTY COUNCIL  
12 KING COUNTY, WASHINGTON

13 Kent Pullen  
14 Chair

15 ATTEST:

16 Gerald A. Peterson  
17 Clerk of the Council

18  
19 \_\_\_\_\_  
20 King County Executive

21 Attachments:  
22 Exhibits A-E  
23  
24  
25  
26  
27  
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33

UTILITY EASEMENT

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and PUGET POWER AND LIGHT COMPANY, hereinafter called the Grantee.

W I T N E S S E T H

That for and in consideration of mutual benefits, the Grantor herein does by these presents grant quit claim unto the Grantee, its successors and assigns, an easement under the following described property, situated in King County, Washington, to wit:

Lake Meridian Park located in the Southwest 1/4 of Section 26, Township 22 North, Range 5 East, and the Southeast 1/4 of Section 27, Township 22 North Range 5 East, situate in the County of King, State of Washington.

The said Grantor, for and in consideration of receiving electrical service and other valuable consideration, receipt whereof is hereby acknowledged, does by these presents grant unto the said Grantee, its successors and assigns, an easement 10 feet in width for an electrical service line and appurtenances under the property herein described, situated in King County, Washington, being more particularly described as follows:

A portion of Government Lot 1, Section 26, Township 22 North, Range 5 East, W. M., described as follows:

A strip of land 10 feet wide being 5 feet on each side of the following described line:

Commencing at the northwest corner of Lot 10 of Alpine Vista as recorded in Volume 82 of Plats, Page 73, records of King County, Washington; thence North 55° 19" East on the West line of said plat extended a distance of 41.75 feet; thence South 89° 02' 34" East a distance of 102.44 feet; thence North 19° 57' 26" East a distance of 5.29 feet to the True Point of Beginning of said line; thence continuing North 19° 57' 26" East a distance of 164.71 feet; thence North 84° 57' 26" East a distance of 204.00 feet; thence North 27° 27' 26" East a distance of 35 feet, more or less, to the Southwesterly margin of 148th Avenue Southeast/152nd Avenue Southeast realignment Lake Meridian Road and the terminus of said line. Situate in the County of King, State of Washington.

Purpose: The Grantee, shall have the rights to construct, install, reconstruct, alter, operate, maintain, repair, and remove its electrical power facilities under the easement area, together with all necessary or reasonable appurtenances thereto. Provided service is to King County Facilities and properties abutting the easement exterior boundary.

The Grantor and Grantee herein, by accepting and recording this easement, agree to the terms and conditions described in Appendix "A" attached hereto, and by reference made part of this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

GRANTEE: PUGET POWER AND LIGHT COMPANY

GRANTOR: KING COUNTY, WASHINGTON

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

UTILITY EASEMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this day \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that executed the foregoing instrument, 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 \_\_\_\_\_ authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at:  
\_\_\_\_\_  
My commission expires:\_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this day personally appeared before me \_\_\_\_\_

to me known to be the person who signed the above and foregoing instrument for the uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of King County, and that he was authorized to so sign.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at\_\_\_\_\_  
My commission expires:\_\_\_\_\_

APPROVED AS TO FORM:

BY  \_\_\_\_\_  
Deputy Prosecuting Attorney

DATE 4 | 29 | 92

APPENDIX "A"

Terms and conditions applicable to the easement granted by King County.

1. PERMIT REQUIRED

Before any work is performed under this agreement, Grantee must obtain a utility use permit from the Real Property Division.

2. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's negligent exercise of rights and privileges granted by this easement.

In the event it is necessary for the County to incur attorney's fees, legal expenses, and costs, these items shall be recoverable from the Grantee to the extent such items result from the negligence of the Grantee.

In the event it is determined that RCW 4.24.115 applies to this easement agreement, the Grantee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder.

3. GRANTOR'S USE OF RIGHT OF WAY

Grantor reserves the right to use the right of way for any purpose not inconsistent with the rights herein granted to Grantee; provided: that Grantor shall not construct or maintain any building or other structure on the right of way.

4. HIRING AND EMPLOYMENT

In all hiring or employment made possible or resulting from this agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, religion, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the ground of sex, sexual orientation, race, color, religion, national origin, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental or physical handicap.

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by the County and may result in ineligibility for further County agreements.

5. ASSIGNMENT

The Grantee may not assign this easement or any rights acquired under it without the prior written consent of the Grantor. All terms and conditions of this easement are binding upon the successors and assigns of the Grantee, and all privileges and obligations of the Grantee apply to its successors and assigns as if they were specifically mentioned wherever the Grantee is mentioned.

APPENDIX "A"6. TERMINATION AND ABANDONMENT

In the event that the Grantee abandones or discontinues the use of the easement for the purposes expressed in this document, the Grantee's easement will terminate.

Upon termination, the Grantee will surrender possession of the easement premises to the Grantor, and title to the easement premises will remain in the Grantor, its successors or assigns, free of any and all claims of the Grantee.

In the event that Grantee's easement is terminated for any reason, Grantee will restore the property to the condition that existed before the installation of facilities, or to a condition that is satisfactory to the Grantor.

The Grantee shall complete removal and restoration within ninety (90) days after being notified that its easement has been terminated, revoked, or abandoned.

7. RESTORATION AFTER INSTALLATION

After any construction by the Grantee involving the use of Grantor's property, unless in conflict with King County construction agreement, if any, Grantee will return the Grantor's property to its original condition or to a reasonable condition satisfactory to the Grantor, by repairing any damage done to Grantor's property, including but not limited to: property damage to slopes, shrubbery, landscaping, fencing, roadway or structures.

8. OTHER APPLICABLE LAWS

Grantee will comply with all federal, state and local laws, and will assume all cost, expense, and responsibility in connection with compliance, without any liability on the part of the Grantor.

9. ACCESS

Grantee shall have the right of access across Grantor's property adjacent to the right of way to enable Grantee to exercise its rights hereunder, provided that Grantee shall compensate Grantor for any damage to said property caused by the exercise of said right of access.

10. CUTTING OF TREES

Grantee may cut or trim brush and trees standing or growing within the right of way, and with prior approval from Grantor, Grantee may cut or trim trees upon Grantor's property adjacent.

UTILITY EASEMENT

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and U. S. West Communications, a Colorado corporation, hereinafter called the Grantee.

W I T N E S S E T H

WHEREAS, the Grantor herein is the owner of that certain parcel of land described as follows which is a vacated portion of 148th Avenue Southeast in Lake Meridian Park, King County, Washington:

The Southwest 1/4 of the Southwest 1/4 of Section 26, Township 22 North, Range 5 East, and the Southeast of Section 27, Township 22 North Range 5 East, within the boundary of Lake Meridian Park. Situate in the County of King, State of Washington.

The said Grantor, for and in consideration of receiving telephone service and other valuable consideration, receipt whereof is hereby acknowledged, does by these presents grant unto the said Grantee, its successors and assigns, an easement 15 feet in width for a telephone line equipment and appurtenances over, through, across and under the property herein described, situated in King County, Washington, being more particularly described as follows:

The East 15 feet of that segment of 148th Avenue Southeast lying Southerly of a line located 30 feet Southerly of and parallel with the centerline of 148th Avenue Southeast/152nd Avenue Southeast. Realignment as defined in Survey No. 26-22-5-13 (Project 500989), records of the Department of Public Works of said county and lying Northerly of the North margin of Southeast Kent-Kangley Road (Southeast 272nd Street).

Purpose: The Grantee, its successors and assigns, shall have the rights to construct, install, operate, maintain, repair, and remove its telephone communication facilities over, under, across, and through the easement area, together with all necessary or reasonable appurtenances thereto.

The Grantor and Grantee herein, by accepting and recording this easement, agree to the terms and conditions described in Appendix "A" attached hereto, and by reference made part of this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

GRANTEE: U. S. WEST COMMUNICATIONS, GRANTOR: KING COUNTY,  
A COLORADO CORPORATION WASHINGTON

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

9716

UTILITY EASEMENT

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this day \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_,  
before me personally appeared \_\_\_\_\_

and \_\_\_\_\_, to me  
known to be the \_\_\_\_\_ and \_\_\_\_\_

of the corporation  
that executed the foregoing instrument, 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 \_\_\_\_\_  
authorized to execute said instrument, and that the seal  
affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above  
written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State  
of Washington, residing at:

My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )


On this day personally appeared before me \_\_\_\_\_

to me known to be the person who signed the above and foregoing  
instrument for the uses and purposes therein stated and acknowledged to  
me that he signed the same as the free and voluntary act and deed of  
King County, and that he was authorized to so sign.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

APPROVED AS TO FORM:

BY   
Deputy Prosecuting Attorney

DATE 4/29/92



Terms and conditions applicable to the easement granted by King County.

1. PERMIT REQUIRED. Before any work is performed under this agreement, Grantee must obtain a Right-of-way Construction Permit or a Utility Use Permit from the Real Property Division. Before any permit will be issued, Grantee must submit complete plans and specifications of the proposed project, including details of landscaping, and comply with any and all other provisions as more specifically set forth in the permit application.
2. RESTORATION AFTER INSTALLATION. After any construction by the Grantee involving the use of Grantor's property, Grantee will return the Grantor's property to its original condition, or to a condition satisfactory to the Grantor by repairing any damage done to Grantor's property including but not limited to property damage to slopes, shrubbery, landscaping, fencing, roadway, or structures.
3. DAMAGES. If any damage is caused by reason of performing any act authorized by this easement, Grantee will promptly pay the damaged party the amount necessary to put the damaged party in the position he would have been in had the damage not occurred.

King County will not be held liable to Grantee for any damages that may occur by reason of the County's or other governing body's improvements, repairs, or maintenance, or by the exercise of any rights reserved in this section.

4. EMERGENCY SITUATIONS. In the event of an emergency, the Grantee will take immediate steps to perform any necessary repairs. If the Grantee fails to perform any necessary repairs, the Grantor may do all work necessary at the sole cost and expense of Grantee.
5. ASSESSMENTS. Grantor and its property shall not be subjected to any charge, assessment, or expense resulting from Grantee's easement excepting those agreed upon prior to the granting of this Easement. If the Grantor or its property is legally subjected to any charge, assessment, or expense after the granting of this easement, Grantee will pay Grantor, as additional compensation for rights granted by this document, the amount of charge, assessment, or expense paid by the Grantor.
6. INDEMNITY AND HOLD HARMLESS. The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors and assigns to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights and privileges granted by this easement. The Grantee's obligations under this section shall include:
  - (a) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Grantee, the concurrent negligence of both parties, or the negligence of one or more third parties.
  - (b) The duty to promptly accept tender of defense and provide defense to the County at the Grantee's own expense.
  - (c) Indemnification of claims made by the Grantee's own employees or agents.
  - (d) Waiver of the Grantee's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Grantee.

In the event it is determined that RCW 4.24.115 applies to this easement agreement, the Grantee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of King County to the full extent of Grantee's negligence. Grantee agrees to defend, indemnify, and hold harmless the County for claims by Grantee's employees and agrees to waiver of its immunity under Title 51 RCW, but only to the extent necessary to indemnify the County, which waiver has been mutually negotiated by the parties.

7. NON-EXCLUSIVE EASEMENT. This easement is not exclusive. It does not prohibit King County from granting other easements of a similar nature or easements for other public or private utilities in, under, over, and across any County property.
8. JURISDICTION. This easement is not a warranty of title or title of interest in county property. It is intended to convey limited rights and interest only for the construction, operation, maintenance, and repair of Grantee's facilities and appurtenances on county property in which King County has an actual interest.  
  
This easement does not affect King County's jurisdiction over any county property covered by this easement.  
  
This easement does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the county property covered by this easement.
9. RESERVATIONS. Grantor reserves to itself, licensees, lessees, successors and assigns the right to continue to keep, use, or operate all other facilities or structures now on, under, or over the described easement. The Grantor also reserves the right to install, use, or operate other facilities and structures.
10. REMOVAL OR RELOCATION OF FACILITIES. In the event of any development by King County which includes use of the property encumbered by this easement, the Grantee shall upon written request of King County relocate or remove Grantee's facilities at its own expense. Such relocation or removal shall be accomplished within 60 days of the date that the request is received.
11. EMINENT DOMAIN. This easement and limited rights and interest for the construction, operation, maintenance, and repair of Grantee's facilities and appurtenances are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by King County, the value to be attributed to all the rights granted under this easement shall not exceed the actual amount paid to King County in consideration of the granting of this easement.
12. TERMINATION AND ABANDONMENT. In the event that the Grantee abandons or discontinues the use of the easement for the purposes expressed in this document, or if the Grantee violates any provision of this document, the Grantee's easement will terminate.

Upon termination, the Grantee will surrender possession of the easement premises to the Grantor, and title to the easement premises will remain in the Grantor, its successors or assigns, free of any and all claims of the Grantee.

In the event that Grantee's easement is terminated for any reason, Grantee will remove, at its sole expense, all facilities placed on the easement property by the Grantee, and will restore the property to the condition that existed before the installation of facilities, or to a condition that is satisfactory to the Grantor.

If the Grantee has not completed removal and restoration within ninety (90) days after being notified that its easement has been terminated, revoked, or abandoned, the Grantor may do all work necessary to remove facilities of Grantee and restore the easement property. The Grantee will be responsible for the costs incurred by the Grantor in any removal of facilities or restoration of easement property.

13. ASSIGNMENT. The Grantee may not assign this easement or any rights acquired under it without the prior written consent of the Grantor. All terms and conditions of this easement are binding upon the heirs, successors and assigns of the Grantee, and all privileges and obligations of the Grantee apply to its heirs, successors and assigns as if they were specifically mentioned wherever the Grantee is mentioned.

14. HIRING AND EMPLOYMENT. In all hiring or employment made possible or resulting from this agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, religion, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the ground of sex, sexual orientation, race, color, religion, national origin, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental or physical handicap.

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by the County and may result in ineligibility for further County agreements.

The Grantee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The Grantee recognizes that King County has a policy of promoting affirmative action, equal opportunity and has resources available to assist Grantee in these efforts.

15. OTHER APPLICABLE LAWS. Grantee will comply with all federal, state, and local laws, and will assume all cost, expense, and responsibility in connection with compliance, without any liability on the part of the Grantor.

UTILITY EASEMENT

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and WATER DISTRICT NO. 111, hereinafter called the Grantee.

W I T N E S S E T H

That for and in consideration of mutual benefits, the Grantor herein does by these presents grant quit claim unto the Grantee, its successors and assigns, an easement under and upon the following described property, situated in King County, Washington, to wit:

Lake Meridian Park located in the SW 1/4 of Section 26, Township 22 North, Range 5 East, and the SE 1/4 of Section 27, Township 22 North, Range 5 East, situate in the County of King, State of Washington.

The said Grantor, for and in consideration of mutual benefits and other valuable consideration, receipt whereof is hereby acknowledged, does by these presents grant unto the said Grantee, its successors and assigns, an easement 20 feet in width for a water service line and appurtenances through and under the property herein described, situated in King County, Washington, being more particularly described as follows:

A strip of land 20 feet in width lying Westerly of and adjacent to the centerline of vacated 148th Avenue Southeast and 152nd Avenue Southeast, realignment as defined in Survey No. 26-22-5-13, records of King County Survey, and together with a strip of land 20 feet in width lying Northeasterly of and adjacent to the following described line: Beginning at the southwest corner of Lot 4 of King County Short Plat No. 183082 per Auditor's File No. 8301310916; thence North 49'00' West to said centerline and abutting the existing 10 foot easement as recorded under Auditor's File No. 8004300789.

Purpose: The Grantee, shall have the rights to construct, install, reconstruct, alter, operate, maintain, repair, and remove its water service facilities under the easement area, together with all necessary or reasonable appurtenances thereto. Provided service is to King County facilities and to its customers.

The Grantor and Grantee herein, by accepting and recording this easement, agree to the terms and conditions described in Appendix "A" attached hereto, and by reference made part of this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

GRANTEE: WATER DISTRICT NO. 111      GRANTOR: KING COUNTY, WASHINGTON

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

UTILITY EASEMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KING )

On this day \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_, before me
personally appeared \_\_\_\_\_
and \_\_\_\_\_
to me known to be the \_\_\_\_\_ and \_\_\_\_\_
\_\_\_\_\_ of the corporation that
executed the foregoing instrument, 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 \_\_\_\_\_ authorized
to execute said instrument, and that the seal affixed is the corporate seal
of said corporation.

GIVEN under my hand and official seal the day and year last above
written.

NOTARY PUBLIC in and for the State
of Washington, residing at:
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )
) ss
COUNTY OF KING )

On this day personally appeared before me \_\_\_\_\_

to me known to be the person who signed the above and foregoing instrument
for the uses and purposes therein stated and acknowledged to me that he
signed the same as the free and voluntary act and deed of King County, and
that he was authorized to so sign.

GIVEN under my hand and official seal this \_\_\_\_\_ day of
\_\_\_\_\_, 19\_\_\_\_.

NOTARY PUBLIC in and for the State of
Washington, residing at \_\_\_\_\_
My commission expires: \_\_\_\_\_

APPROVED AS TO FORM:

BY [Signature]
Deputy Prosecuting Attorney

DATE 4 / 29 / 92

APPENDIX "A"

Terms and conditions applicable to the easement granted by King County.

1. PERMIT REQUIRED. Before any work is performed under this agreement, Grantee must obtain a Right-of-way Construction Permit or a Utility Use Permit from the Real Property Division. Before any permit will be issued, Grantee must submit complete plans and specifications of the proposed project, including details of landscaping, and comply with any and all other provisions as more specifically set forth in the permit application.
2. RESTORATION AFTER INSTALLATION. After any construction by the Grantee involving the use of Grantor's property, Grantee will return the Grantor's property to its original condition, or to a condition satisfactory to the Grantor by repairing any damage done to Grantor's property including but not limited to property damage to slopes, shrubbery, landscaping, fencing, roadway, or structures.
3. DAMAGES. If any damage is caused by reason of performing any act authorized by this easement, Grantee will promptly pay the damaged party the amount necessary to put the damaged party in the position he would have been in had the damage not occurred.

King County will not be held liable to Grantee for any damages that may occur by reason of the County's or other governing body's improvements, repairs, or maintenance, or by the exercise of any rights reserved in this section.

4. EMERGENCY SITUATIONS. In the event of an emergency, the Grantee will take immediate steps to perform any necessary repairs. If the Grantee fails to perform any necessary repairs, the Grantor may do all work necessary at the sole cost and expense of Grantee.
5. ASSESSMENTS. Grantor and its property shall not be subjected to any charge, assessment, or expense resulting from Grantee's easement excepting those agreed upon prior to the granting of this Easement. If the Grantor or its property is legally subjected to any charge, assessment, or expense after the granting of this easement, Grantee will pay Grantor, as additional compensation for rights granted by this document, the amount of charge, assessment, or expense paid by the Grantor.
6. INDEMNITY AND HOLD HARMLESS. The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's negligent exercise of rights and privileges granted by this easement.

In the event it is necessary for the County to incur attorney's fees, legal expenses, and costs, these items shall be recoverable from the Grantee to the extent such items result from the negligence of the Grantee.

In the event it is determined that RCW 4.24.115 applies to this Easement Agreement, the Grantee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder.

7. NON-EXCLUSIVE EASEMENT. This easement is not exclusive. It does not prohibit King County from granting other easements of a similar nature or easements for other public or private utilities in, under, over, and across any County property.

8. JURISDICTION. This easement is not a warranty of title or title of interest in county property. It is intended to convey limited rights and interest only for the construction, operation, maintenance, and repair of Grantee's facilities and appurtenances on county property in which King County has an actual interest.

This easement does not affect King County's jurisdiction over any county property covered by this easement.

This easement does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the county property covered by this easement.

9. RESERVATIONS. Grantor reserves to itself, licensees, lessees, successors and assigns the right to continue to keep, use, or operate all other facilities or structures now on, under, or over the described easement. The Grantor also reserves the right to install, use, or operate other facilities and structures.
10. REMOVAL OR RELOCATION OF FACILITIES. In the event of any development by King County which includes use of the property encumbered by this easement, the Grantee shall upon written request of King County relocate or remove Grantee's facilities at its own expense. Such relocation or removal shall be accomplished within 60 days of the date that the request is received.
11. EMINENT DOMAIN. This easement and limited rights and interest for the construction, operation, maintenance, and repair of Grantee's facilities and appurtenances are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by King County, the value to be attributed to all the rights granted under this easement shall not exceed the actual amount paid to King County in consideration of the granting of this easement.
12. TERMINATION AND ABANDONMENT. In the event that the Grantee abandons or discontinues the use of the easement for the purposes expressed in this document, or if the Grantee violates any provision of this document, the Grantee's easement will terminate.

Upon termination, the Grantee will surrender possession of the easement premises to the Grantor, and title to the easement premises will remain in the Grantor, its successors or assigns, free of any and all claims of the Grantee.

In the event that Grantee's easement is terminated for any reason, Grantee will remove, at its sole expense, all facilities placed on the easement property by the Grantee, and will restore the property to the condition that existed before the installation of facilities, or to a condition that is satisfactory to the Grantor.

If the Grantee has not completed removal and restoration within ninety (90) days after being notified that its easement has been terminated, revoked, or abandoned, the Grantor may do all work necessary to remove facilities of Grantee and restore the easement property. The Grantee will be responsible for the costs incurred by the Grantor in any removal of facilities or restoration of easement property.

13. ASSIGNMENT. The Grantee may not assign this easement or any rights acquired under it without the prior written consent of the Grantor. All terms and conditions of this easement are binding upon the heirs, successors and assigns of the Grantee, and all privileges and obligations of the Grantee apply to its heirs, successors and assigns as if they were specifically mentioned wherever the Grantee is mentioned.

14. HIRING AND EMPLOYMENT. In all hiring or employment made possible or resulting from this agreement, there shall be no discrimination against any employee or applicant for employment because of sex, sexual orientation, age, race, color, religion, national origin, marital status or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this agreement on the ground of sex, sexual orientation, race, color, religion, national origin, age (except minimum age and retirement provisions), marital status, or the presence of any sensory, mental or physical handicap.

Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by the County and may result in ineligibility for further County agreements.

The Grantee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The Grantee recognizes that King County has a policy of promoting affirmative action, equal opportunity and has resources available to assist Grantee in these efforts.

15. OTHER APPLICABLE LAWS. Grantee will comply with all federal, state, and local laws, and will assume all cost, expense, and responsibility in connection with compliance, without any liability on the part of the Grantor.



UTILITY EASEMENT

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 1992, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and Soos Creek Water and Sewer District, hereinafter called the Grantee.

## W I T N E S S E T H

WHEREAS, the Grantor herein is the owner of that certain parcel of land described as follows which is a vacated portion of 148th Avenue Southeast in Lake Meridian Park, King County, Washington:

The Southwest 1/4 of the Southwest 1/4 of Section 26, Township 22 North, Range 5 East, and the Southeast of Section 27, Township 22 North Range 5 East, within the boundary of Lake Meridian Park. Situate in the County of King, State of Washington.

The said Grantor, for and in consideration of receiving sewer service and other valuable consideration, receipt whereof is hereby acknowledged, does by these presents grant unto the said Grantee, its successors and assigns, an easement 10 feet in width for a water line and appurtenances over, through, across and under the property herein described, situated in King County, Washington, being more particularly described as follows:

Sewer easements in vacated portion of 148th Avenue Southeast in Lake Meridian Park, King County, Washington.

A 10.00 foot wide strip over, under, and across a portion of the SW 1/4 of the SW 1/4 of Section 26, Township 22 North, Range 5 East, W. M., in King County, Washington, said strip lying 5.00 feet on each side of the following described centerline:

Commencing at the SW 1/4 of Lot 5 of the plat of Meridian Lakeshore Tracts, as recorded in Volume 51 of Plats, Page 13, records of King County, Washington; thence South 89° 57' 24" West, a distance of 5.99 feet to the True Point of Beginning of said centerline; thence North 49° 08' 36" East, a distance of 144.94 feet to Point "A"; thence North 48° 55' 43" East, a distance of 115.91 feet to Point "B"; thence North 25° 35' 57" East, a distance of 121.53 feet; thence North 01° 55' 56" West, a distance of 66.98 feet to the terminus of said centerline and said 10.00 foot wide strip. TOGETHER WITH a 10.00 foot wide strip over, under, and across a portion of said Southwest quarter, lying 5.00 feet on each side of the following described centerline: BEGINNING at said Point "A," thence North 89° 55' 04" East, a distance of 11.13 feet to the terminus of said centerline and said 10.00 foot wide strip. TOGETHER WITH a 10.00 foot wide strip over, under, and across a portion of said Southwest quarter, lying 5.00 feet on each side of the following described centerline: BEGINNING at said Point "B"; thence North 53° 02' 42" West, a distance of 51.29 feet to the terminus of said centerline and said 10.00 foot wide strip. TOGETHER WITH a 10.00 foot wide strip over, under, and across a portion of said Southwest quarter, lying 5.00 feet on each side of the following described centerline: BEGINNING at said Point "B," thence South 86° 51' 43" East, a distance of 14.93 feet to the terminus of said centerline and said 10.00 foot wide strip.

Purpose: The Grantee, its successors and assigns, shall have rights to enter upon said property for the purpose of constructing, maintaining, and repairing said lines and appurtenances. This easement will serve Lake Meridian Park and other surrounding properties.

The Grantor and Grantee herein, by accepting and recording this easement, agree to the terms and conditions described in Appendix "A" attached hereto, and by reference made part of this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

GRANTEE: SOO CREEK WATER AND SEWER DISTRICT

GRANTOR: KING COUNTY, WASHINGTON

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: County Executive

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this day \_\_\_\_\_ of \_\_\_\_\_, 19\_\_\_\_\_, before me personally appeared \_\_\_\_\_

and \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the

corporation that executed the foregoing instrument, 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 \_\_\_\_\_ authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

NOTARY PUBLIC in and for the State of Washington, residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this day personally appeared before me \_\_\_\_\_

to me known to be the person who signed the above and foregoing instrument for the uses and purposes therein stated, and acknowledged to me that \_\_\_\_\_ signed the same as the free and voluntary act and deed of King County, and that he was so authorized to so sign.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

NOTARY PUBLIC in and for the State of Washington, residing at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

APPROVED AS TO FORM:

BY: 

DATE: 4/29/92

APPENDIX "A"

Terms and conditions applicable to the easement granted by King County.

1. PERMIT REQUIRED. Before any work is performed under this agreement, Grantee must obtain a Right-of-way Construction Permit or a Utility Use Permit from the Real Property Division. Before any permit will be issued, Grantee must submit complete plans and specifications of the proposed project, including details of landscaping, and comply with any and all other provisions as more specifically set forth in the permit application.
2. RESTORATION AFTER INSTALLATION. After any construction by the Grantee involving the use of Grantor's property, Grantee will return the Grantor's property to its original condition, or to a condition satisfactory to the Grantor by repairing any damage done to Grantor's property including but not limited to property damage to slopes, shrubbery, landscaping, fencing, roadway, or structures.
3. DAMAGES. If any damage is caused by reason of performing any act authorized by this easement, Grantee will promptly pay the damaged party the amount necessary to put the damaged party in the position he would have been in had the damage not occurred.

King County will not be held liable to Grantee for any damages that may occur by reason of the County's or other governing body's improvements, repairs, or maintenance, or by the exercise of any rights reserved in this section.

4. EMERGENCY SITUATIONS. In the event of an emergency, the Grantee will take immediate steps to perform any necessary repairs. If the Grantee fails to perform any necessary repairs, the Grantor may do all work necessary at the sole cost and expense of Grantee.
5. ASSESSMENTS. Grantor and its property shall not be subjected to any charge, assessment, or expense resulting from Grantee's easement excepting those agreed upon prior to the granting of this Easement. If the Grantor or its property is legally subjected to any charge, assessment, or expense after the granting of this easement, Grantee will pay Grantor, as additional compensation for rights granted by this document, the amount of charge, assessment, or expense paid by the Grantor.
6. INDEMNITY AND HOLD HARMLESS. The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's negligent exercise of rights and privileges granted by this easement.

In the event it is necessary for the County to incur attorney's fees, legal expenses, and costs, these items shall be recoverable from the Grantee to the extent such items result from the negligence of the Grantee.

In the event it is determined that RCW 4.24.115 applies to this Easement Agreement, the Grantee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder.

7. NON-EXCLUSIVE EASEMENT. This easement is not exclusive. It does not prohibit King County from granting other easements of a similar nature or easements for other public or private utilities in, under, over, and across any County property.

8. JURISDICTION. This easement is not a warranty of title or title of interest in county property. It is intended to convey limited rights and interest only for the construction, operation, maintenance, and repair of Grantee's facilities and appurtenances on county property in which King County has an actual interest.

This easement does not affect King County's jurisdiction over any county property covered by this easement.

This easement does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the county property covered by this easement.

9. RESERVATIONS. Grantor reserves to itself, licensees, lessees, successors and assigns the right to continue to keep, use, or operate all other facilities or structures now on, under, or over the described easement. The Grantor also reserves the right to install, use, or operate other facilities and structures.
10. REMOVAL OR RELOCATION OF FACILITIES. In the event of any development by King County which includes use of the property encumbered by this easement, the Grantee shall upon written request of King County relocate or remove Grantee's facilities at its own expense. Such relocation or removal shall be accomplished within 60 days of the date that the request is received.
11. EMINENT DOMAIN. This easement and limited rights and interest for the construction, operation, maintenance, and repair of Grantee's facilities and appurtenances are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by King County, the value to be attributed to all the rights granted under this easement shall not exceed the actual amount paid to King County in consideration of the granting of this easement.
12. TERMINATION AND ABANDONMENT. In the event that the Grantee abandons or discontinues the use of the easement for the purposes expressed in this document, or if the Grantee violates any provision of this document, the Grantee's easement will terminate.

Upon termination, the Grantee will surrender possession of the easement premises to the Grantor, and title to the easement premises will remain in the Grantor, its successors or assigns, free of any and all claims of the Grantee.

In the event that Grantee's easement is terminated for any reason, Grantee will remove, at its sole expense, all facilities placed on the easement property by the Grantee, and will restore the property to the condition that existed before the installation of facilities, or to a condition that is satisfactory to the Grantor.

If the Grantee has not completed removal and restoration within ninety (90) days after being notified that its easement has been terminated, revoked, or abandoned, the Grantor may do all work necessary to remove facilities of Grantee and restore the easement property. The Grantee will be responsible for the costs incurred by the Grantor in any removal of facilities or restoration of easement property.

13. ASSIGNMENT. The Grantee may not assign this easement or any rights acquired under it without the prior written consent of the Grantor. All terms and conditions of this easement are binding upon the heirs, successors and assigns of the Grantee, and all privileges and obligations of the Grantee apply to its heirs, successors and assigns as if they were specifically mentioned wherever the Grantee is mentioned.

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ACCESS EASEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and \_\_\_\_\_ hereinafter called the Grantees.

WITNESSETH

WHEREAS, the Grantor herein is the owner of that certain parcel of land described as follows:

Lake Meridian Park:

That portion of Lake Meridian Park located in the Southwest 1/4 of the Southwest 1/4 of Section 26, Township 22 North, Range 5 East, W. M., situated in King County, Washington; and

The said Grantor, for and consideration of mutual benefits, do by these presents grant unto said Grantees, their heirs, successors and assigns, an access easement for ingress, egress, and utilities over, through, across, and under the property hereinafter described, situated in King County, Washington, being more particularly described as follows:

An easement for ingress-egress and utilities over a portion of Government Lot 1, Section 26, Township 22 North, Range 5 East, W. M., described as follows:

A strip of land being 15 feet on each side of the following described line:

Commencing at the Northwest corner of Lot 10 of Alpine Vista as recorded in Volume 82 of Plats, Page 73, records of King County, Washington; thence North 00' 55' 19" East on the West line of said plat extended a distance of 46.75 feet; thence South 89' 02' 34" East a distance of 118.88 feet to the True Point of Beginning of said line; thence North 45' 57' 26" East a distance of 42.00 feet; thence North 07' 47' 34" West a distance of 61.00 feet; thence North 29' 12' 26" East a distance of 89.00 feet; thence South 86' 47' 34" East a distance of 129.00 feet; thence on a curve to the left with a radius of 40.00 feet, an arc distance of 55.68 feet; thence North 13' 27' 26" East a distance of 21.00 feet, more or less, to the Southwesterly margin of 148th Avenue Southeast/152nd Avenue Southeast Realignment Lake Meridian Road and the terminus of said line. Situate in the County of King, State of Washington.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

GRANTEES:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF WASHINGTON       )  
  ) ss  
COUNTY OF KING           )

On this day personally appeared before me \_\_\_\_\_ to me known to be the person who signed the above and foregoing instrument for the uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of the \_\_\_\_\_, and that he was authorized to so sign.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Washington, residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

EXHIBIT E

GRANTEE:

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this day personally appeared before me \_\_\_\_\_  
to me known to be the person who signed the above and foregoing instrument for the uses and purposes therein stated and  
acknowledged to me that he signed the same as the free and voluntary act and deed of the \_\_\_\_\_,  
and that he was authorized to so sign.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_\_.

NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Washington, residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

GRANTOR:  
KING COUNTY, WASHINGTON

BY: \_\_\_\_\_

TITLE: King County Executive

DATE: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that \_\_\_\_\_  
signed this instrument on oath stated that he was authorized by the King County Executive to execute the instrument, and  
acknowledged to it as the \_\_\_\_\_ of King County, Washington, to be the free  
and voluntary act of said County for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_\_.

NOTARY PUBLIC in and for the State of \_\_\_\_\_  
Washington, residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

APPROVED AS TO FORM:

BY: [Signature]

DATE: 4/29/92

APPENDIX "A"

Terms and conditions applicable to the easement granted by King County.

1. PERMIT REQUIRED

Before any work is performed under this agreement, Grantee must obtain a Special Use permit from the Real Property Division. Before any permit will be issued, Grantee must submit complete plans and specifications of the proposed project including details of landscaping, and comply with any and all other provisions as more specifically set forth in the permit application.

2. DAMAGES

If any damage is caused by reason of performing any act authorized by this easement, Grantee will promptly pay the damaged party the amount necessary to put the damaged party in the position he would have been in had the damage not occurred.

3. ASSESSMENTS

Grantor and its property will not be subjected to any charge, assessment or expense resulting from Grantee's easement. If Grantor or its property is legally subjected to any charge, assessment or expense, Grantee will pay Grantor, as additional compensation for rights granted by this document, the amount of the charge, assessment or expense paid by the Grantor.

4. HOLD HARMLESS

The Grantee will indemnify and hold harmless King County, its appointed and elected officials and employees from and against all claims, losses, and expenses, including attorney's fees and costs relating to the easement, or arising out of any act, error, or omission on the part of the Grantee, its employees, or third parties.

5. RESERVATIONS

Grantor reserves to itself, licensees, lessees, successors and assigns, the right to continue to keep, use, or operate all other facilities now on, under, or over the described easement. The Grantor also reserves the right to install, use or operate other facilities on, under, or over the described easement.

6. NONINTERFERENCE

Grantee's use of the easement shall not interfere with Grantor's existing use or future uses upon, under, or over the described easement.

7. TERMINATION AND ABANDONMENT

In the event that the Grantee abandones or discontinues the use of the easement for the purposes expressed in this document, or if the Grantee violates any provision of this document, the Grantee's easement will terminate.

Upon termination, the Grantee will surrender possession of the easement premises to the Grantor, and title to the easement premises will remain in the Grantor, its successors or assigns, free of any and all claims of the Grantee.

8. RESTORATION

After any construction by the Grantee involving the use of Grantor's property, Grantee will return the Grantor's property to its original condition or to a condition satisfactory to the Grantor, by repairing any damage done to Grantor's property, including but not limited to: property damage to slopes, landscaping, fencing, roadway or storm drainage facilities.

9. EMERGENCY SITUATIONS

In the event of an emergency, the Grantee will take immediate steps to perform any necessary repairs. If the Grantee fails to perform any necessary repairs, the Grantor may do all work necessary at the sole cost and expense of Grantee.

10. OTHER APPLICABLE LAWS

Grantee will comply with all federal, state and local laws, and will assume all cost, expense, and responsibility in connection with compliance, without any liability on the part of the Grantor.