



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Ordinance 19322

**Proposed No.** 2021-0200.2

**Sponsors** von Reichbauer

1           AN ORDINANCE authorizing the King County executive  
 2           to sign the recreational trail use agreement with Puget  
 3           Sound Energy for permission to use portions of PSE  
 4           property for the construction, maintenance, and operation  
 5           of the Interurban Trail South.

6           STATEMENT OF FACTS:

7           1. In 1977, Puget Sound Energy granted a recreational easement to King  
 8           County that allowed for the development, maintenance, and operation of a  
 9           public recreational trail on Puget Sound Energy's fee-owned property.

10          2. The fourteen-mile-long Interurban Trail was constructed in the 1970's  
 11          and early 1980's by King County, connecting the cities of Tukwila, Kent,  
 12          Auburn, Algona, and Pacific.

13          3. In 2002, the 1977 recreational easement for the Interurban Trail  
 14          expired, and the trail has since fallen into disrepair. King County and  
 15          Puget Sound Energy began discussions on how to provide for the  
 16          continued maintenance and operation of the Interurban Trail on the Puget  
 17          Sound Energy-owned property.

18          4. On January 19, 2018, Puget Sound Energy filed a Petition for  
 19          Declaratory Order with the Washington Utilities and Transportation  
 20          Commission under Declaratory Order U-180068. The petition requested

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21 that the Washington Utilities and Transportation Commission allow Puget  
22 Sound Energy to grant King County permission to use the property in  
23 order to operate, maintain, and improve the Interurban Trail for public  
24 recreation purposes. Order 01 was issued by the Washington Utilities and  
25 Transportation Commission on March 6, 2018, granting Puget Sound  
26 Energy authorization to allow King County use of the property for  
27 recreational purposes.

28 5. King County is authorized to enter into this agreement under chapter  
29 36.89.030 RCW, and Puget Sound Energy is so authorized by and through  
30 the authority granted to the Washington Utilities and Transportation  
31 Commission.

32 6. Ordinance 18890, enacted May 2, 2019, called for a special election to  
33 authorize the King County parks, recreation, trails, and open space levy  
34 for 2020-2025 which, in part, provided funds for the improvement of the  
35 Interurban Trail.

36 7. When executed, this recreational trail-use agreement will grant King  
37 County a nonexclusive license over Puget Sound Energy property solely  
38 for the construction, operation, and maintenance of the Interurban Trail for  
39 recreational use by members of the general public free of charge.

40 8. The total thirty-foot-wide strip of land will allow for improvement and  
41 maintenance of the trail pathway and adjacent vegetation, as necessary for  
42 health and safety.

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43           9. The term of this recreational trail use agreement, Attachment A to this  
44           ordinance, will be twenty-five years, with the option to extend for an  
45           additional twenty-five-year term.

46           BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

47           SECTION 1. The King County executive is hereby authorized to enter into a  
48           twenty-five year use agreement between the parks and recreation division of the  
49           department of natural resources and parks and Puget Sound Energy, substantially in the

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50 form of Attachment A to this ordinance, for the construction, operation, and maintenance  
51 of the Interurban Trail.

Ordinance 19322 was introduced on 5/25/2021 and passed by the Metropolitan King County Council on 9/7/2021, by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:  
*Claudia Balducci*  
7E1C273CE9994B6...  
Claudia Balducci, Chair

ATTEST:

DocuSigned by:  
*Melani Pedroza*  
8DE1BB375AD3422...  
Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_ day of 9/21/2021, \_\_\_\_\_.

DocuSigned by:  
*Dow Constantine*  
4FBCAB8196AE4C6...  
Dow Constantine, County Executive

**Attachments:** A. Recreational Trail Agreement, July 15, 2021

## RECREATIONAL TRAIL USE AGREEMENT

This Recreational Trail Use Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between PUGET SOUND ENERGY, INC., a Washington corporation (“PSE”), and KING COUNTY, a political subdivision of the State of Washington (“King County”). PSE and King County are collectively referred to in this Agreement as the “Parties” and individually as a “Party.”

### RECITALS

A. PSE is the fee owner of a utility corridor in King County, which is described on Exhibit “A” to this Agreement and referred to herein as “the Property”;

B. The primary purpose of the Property is for the transmission and distribution of electric power, gas, and other utility systems, and the Property will continue to be used for such purposes for the foreseeable future;

C. King County desires PSE’s permission to use portions of the Property for the construction, operation, and maintenance of public recreational trails;

D. PSE is willing to grant King County permission to use portions of the Property for recreational trail purposes, subject to certain conditions and provided that such use does not interfere with PSE’s use of the Property;

E. In 1977, PSE granted a Recreational Easement to King County that allowed for the development, maintenance, and operation of a public recreational trail on PSE’s fee-owned property. As a result, the Interurban Trail was constructed in the 1970’s and early 1980’s by King County. Through this Agreement, King County will be able to make improvements to the Interurban Trail, an invaluable asset to south King County.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the sufficiency of which is hereby acknowledged by both Parties, the Parties agree as follows:

#### 1. Permitted Use.

1.1 Grant. PSE hereby grants and conveys to King County a non-exclusive license over the Property for purposes of operating and maintaining a twenty-foot (20’) wide Recreational Trail. The rights granted to King County herein shall extend to a strip of land five feet (5’) beyond the 20’-wide trail pathway for purposes of maintaining adjacent vegetation and maintaining a sanitary condition (30’ total width).

1.2 Permitted Use. PSE’s permission is granted upon the condition that King County will use the Property solely for the construction, operation, and maintenance of a Recreational Trail for use by members of the general public free of charge, and for no other purpose whatsoever. “Recreational Trail(s)” means unimproved or improved pathways on

portions of the Property made available for use by pedestrians, bicycles, and other modes of travel permitted on regional trails by section 7.12.295 of the King County Code.

1.3 Non-exclusive Use. King County's right to use the Property is non-exclusive. PSE reserves the right to permit other entities or individuals to use any or all portions of the Property. PSE shall inform King County of proposed or pending uses of the Property that may affect the operation of the Recreational Trail. Notwithstanding the foregoing, PSE shall have no obligation to notify King County about PSE's or its permittees' routine or emergency maintenance activities on the Property.

1.4 Use by Motorized Vehicles. Motorized vehicles necessary for the construction, maintenance, operation, inspection, rehabilitation or repair of Recreational Trail facilities, and for providing police, security, fire and emergency services, are permitted on the Property.

1.5 No Interference. King County's use of the Property for a Recreational Trail shall not interfere with PSE's present or future use of the Property, or any adjoining PSE properties, for electricity, utility or any other purpose, including the sale of any portion of the Property or any adjoining PSE properties. If such interference occurs, as determined in the discretion of PSE, King County will reduce or eliminate the interference at its sole cost and expense within thirty (30) days after written notice from PSE.

## **2. Effective Date; Term; Extensions.**

2.1 Effective Date. This Agreement will be effective on the date when signed by an authorized representative of each Party following authorization by the Metropolitan King County Council ("Effective Date").

2.2 Term. The term of this Agreement will be twenty-five (25) years from the Effective Date, unless extended or terminated earlier by either Party pursuant to the terms herein.

2.3 Extensions. It is understood and agreed that at least one year prior to the expiration date of this Agreement and one year prior to the expiration of any subsequent term, King County will request a review by PSE of the uses afforded King County under this agreement. PSE may grant King County use of the Property for Recreational Trail purposes for an additional twenty-five (25) year term via an Amendment to this Agreement.

## **3. Construction of Recreational Trails.**

3.1 General Obligation Regarding Construction. King County will be solely responsible for the construction of the Recreational Trail or trail-related improvements on the Property, however, King County will coordinate with PSE to make sure any new construction or improvements are completed in compliance with PSE needs, preferences, internal standards and operational requirements. King County will not install pavement, gravel, landscaping, buildings or structures of any kind in or on the Property without prior

written consent from PSE, which may be conditioned in PSE's sole discretion and will be subject to the requirements stated below.

3.2 Plan Review and Approval. King County will not request construction bids or undertake any construction or installation of trail-related improvements upon the Property until PSE approves in writing all plans and specifications, including landscaping elements. King County will submit plans and specifications at 30%, 90% and 100% design in the development process, and more often if King County chooses to do so. PSE will have thirty (30) days to review submitted plans and specifications to ensure compatibility with PSE facilities and submit comments or request additional information, which King County will provide in a timely manner.

3.3 Minimum Plan Requirements. At a minimum, the plans and specifications will specifically address the management of construction impacts on site, including but not limited to stockpiling of materials and equipment storage, erosion and sediment control, disposition of dewatering and wastewater discharges, safety barriers, temporary access detours and/or closures, signage, and similar matters. The plans and specifications will also specifically address the protection of PSE utility systems and other facilities, both from construction impacts as well as any permanent loadings deriving from any constructed Recreational Trail.

3.4 Construction. King County, its agents, and contractors, will perform all work on the Property in accordance with plans and specifications approved by PSE. King County will install barriers, signage and/or other appropriate devices or infrastructure to prohibit the public from entering the Property at Recreational Trail areas where construction or improvements have occurred until after PSE inspects the Recreational Trail for the sole purpose of determining whether construction conforms to the plans, specifications, and PSE preferences, needs, internal standards and operational requirements. King County will give PSE reasonable prior notice of all pre-construction and construction meetings and of the commencement of construction, so that PSE has the option of attending such meetings and inspecting the Property during construction. During construction, King County will submit any change orders that substantively address design or operational modifications to PSE for its review and approval prior to any work on such change orders proceeding. PSE will have 25 working days to either respond with comments, or if the issue requires coordination, to request additional time to review the impacts of the proposed change order. PSE will make reasonable efforts to perform timely review and coordination in order to minimize construction delays. King County and its contractors will abide by state, federal and local laws regarding work, construction, and structures in proximity to utility systems and will request and pay for safety watch(es) when required by applicable laws or by PSE. King County will complete all work within the Property in a neat and efficient manner. King County will remove all debris and restore all portions of the Property affected by construction activities to their preconstruction condition, if possible, or to a reasonably similar condition. King County agrees to provide as-built plans of any Recreational Trail to PSE as soon as possible after Trail completion.

3.5 Public Notice. King County will be solely responsible for ensuring that the adjacent property owners are appropriately notified about planned construction activities. King County will be the primary point of contact for the public for all trail-related construction; however, King County will provide PSE advance notice of all public communications involving the Property and will provide PSE the opportunity to review and comment about written public notices and to participate in public meetings at PSE's discretion.

3.6 Construction Costs. King County will construct the Recreational Trail and all trail-related improvements at its sole cost and expense.

3.7 Compliance with Law. King County will complete all construction in compliance with all applicable federal, state, and local laws and regulations. PSE will not assume responsibility for or control over the working conditions and safety practices of employees, contractors, or subcontractors hired by King County to perform any work on the Property, and nothing in this Agreement, including PSE's plan review and approval, will be construed to place a duty, express or implied, on PSE to control or be responsible for such activities of King County. King County further acknowledges and agrees that PSE's reviews and/or inspections of plans and construction of the Recreational Trails is for PSE's internal requirements and purposes only, and will not be construed as any type of certification, warranty or other approval with respect to King County's compliance with any and all applicable federal, state and local laws, ordinances and building codes.

#### **4. Recreational Trail Operation and Maintenance.**

4.1 Maintenance. King County will operate and maintain the Recreational Trail at its sole cost and expense. In addition to maintaining the Recreational Trail and all trail-related improvements, King County shall be responsible for managing the growth of all vegetation within five feet (5') of either side of the twenty-foot (20') trail pathway and keeping the trail pathway free of litter, garbage and other debris. King County will be the initial point of contact for public maintenance requests and complaints associated with the Recreational Trail, and will provide PSE a contact for referring trail-related maintenance requests and complaints as appropriate.

##### 4.2 Use Restrictions.

a. Camping, campfires, the use of firearms, and any other activities that would be inconsistent with PSE's use of the Property or the safe use of the Property by the public are strictly prohibited.

b. King County shall promulgate and post reasonable rules pertaining to use of the Recreational Trail. King County is solely responsible for maintaining public compliance with said rules, the use restrictions set forth in this Section 4.2 and such further restrictions as may subsequently be agreed to by PSE and King County, from time to time.

4.3 Surface Water Management. King County will take all steps necessary to minimize erosion from surface water resulting from the Recreational Trail. If in the reasonable opinion of PSE, such erosion affects the earth cover within the Property and



appurtenant facilities, PSE may close, or instruct King County to close, the affected areas of the Recreational Trail until, in the reasonable opinion of PSE, the cause and effect of the erosion have been remedied by King County.

4.4 Surface Water Management Fees. King County shall be responsible, at its sole cost and expense, for all surface water management fees related to the construction, operation and maintenance of any trail-related improvements.

4.5 Signage. King County will install trail signage at the Property as follows:

a. Routine trail signage includes King County Parks Regional Trail Signs and Wayfinding Signs.

b. King County trail rules signage will contain a working King County telephone contact number to report trail questions, complaints, and maintenance issues. If the contact number changes, King County will replace signage with the new contact telephone number within 30 days of the change of contact.

c. If requested by PSE, King County will install PSE-approved signage during Trail closures.

d. No signs will be posted until approved by PSE.

e. King County will pay for any additional signs PSE deems necessary to adequately identify trail areas or to warn Recreational Trail users away from utility facilities.

f. At its sole cost and expense, King County will maintain all signs in reasonably good condition and at a minimum will ensure that the signs are accurate and legible.

4.6 PSE Access. PSE will at all times have free access to the Property. Prior to installing such items as barriers, gates or bollards (as approved by PSE), King County will provide PSE the ability to have its own padlock or other locking devices on such structures.

4.7 Temporary Trail Closures. King County understands that PSE's operation, repair, maintenance, inspection, and construction of its utility systems, as well as field training, acts of nature, and other activities, may, on occasion, require the temporary closure of Recreational Trail areas. PSE shall use commercially reasonable efforts to minimize the length of time of any closure and to provide notice to King County of impending closures. PSE will install gates, barriers, or other signage in the case of PSE required temporary closures. King County may, at any time, close to the public all or any part of the Recreational Trail for reasons of construction, maintenance, development, operation, or improvement of the Recreational Trail, provided that PSE shall at all times have the right to enter upon the Property for any purpose whatsoever connected with the

carrying on of the business of PSE. King County will be responsible for installing its own closure devices in the case of King County required trail closures.

4.8 Damage to Trails or Facilities. PSE will continue to use the Property for utility purposes, including use by heavy trucks and machinery for utility construction, installation, operation, and maintenance. In the event PSE damages any trail-related improvements as the result of its operations on the Property, PSE will repair such damage at its expense. PSE will use reasonable efforts to notify King County of any damage to the trail-related improvements.

4.9 Construction or Repair of Utility System Facilities. PSE will notify King County if there are plans to construct new utility system facilities on portions of the Property in use as a Recreational Trail and will use commercially reasonable efforts to design facilities that accommodate the existing Recreational Trail without relocation; provided that PSE will not be required to compromise cost effectiveness, reliability, capacity, safety, other utility system requirements or any other requirements deemed necessary for its projected needs. King County will reimburse PSE for costs and expenses PSE incurs as a result of accommodating an existing or contemplated Recreational Trail. These costs and expenses may include, but are not limited to increased costs for design, construction, maintenance and operation incurred in order to accommodate a trail or a trail-related mitigation.

**5. Relocation, Removal, or Termination of a Trail.**

If PSE determines that any portion of the Recreational Trail must be removed and relocated or terminated, PSE will send written notice to King County. After receipt of written notice from PSE, King County will immediately notify the public of the impending trail relocation or closure. King County will have 180 calendar days, or fewer if PSE determines it is necessary, to relocate or close the affected portion of the Property for public use. King County will coordinate with PSE about appropriate closure activities, which may include placement of fences or barricades, installation of trail closure/detour signage, removal of trail improvements, or other actions. King County will pay all costs and expenses associated with the relocation, termination, or removal of the Recreational Trail from any portion of the Property in order to restore the affected portion of the Property to the condition existing immediately prior to the execution of this Agreement. If King County fails to take steps to close the Recreational Trail within 180 calendar days of receipt of PSE's notice, or sooner as determined by PSE, PSE may take any necessary steps to close, remove, relocate or terminate any Recreational Trail at the expense of King County. King County's obligation to pay all trail closure costs shall survive termination of this agreement.

**6. Early Termination of Agreement.**

In addition to termination for default under Section 7, either Party may terminate this Agreement under the following circumstances.

6.1 King County Termination Right. King County may terminate this Agreement upon six (6) months' written notice to PSE. Upon such notification, King County will immediately take steps to advise the public of the impending closure of the Recreational Trail. King County will coordinate with PSE about appropriate trail closure activities, which may include placement of fences or barricades, installation of trail closure/detour signage, removal of trail improvements, or other actions, and shall restore the Property as set forth in Section 8 below.

6.2 PSE Termination Right. PSE may terminate this Agreement upon 180 days' written notice to King County. King County will coordinate with PSE about appropriate trail closure activities, which may include placement of fences or barricades, installation of trail closure/detour signage, removal of trail improvements, or other actions, and shall restore the Property as set forth in Section 8 below.

## 7. Default.

"Default" means the failure of either Party to perform any obligation or to comply with any term under this Agreement, and to fail to cure such non-performance or failure to comply within thirty (30) days after written notice from the other Party. However, a Party will not be in Default if the failure to perform or comply is such that it cannot reasonably be cured within thirty (30) days and the Party commences a cure within thirty days after notice and diligently pursues the cure to completion. If either PSE or King County disagree regarding whether non-performance or non-compliance has occurred, or if the Parties cannot agree on a cure or a reasonable time frame for implementing the cure, prior to terminating this Agreement, the disagreement will first be referred to the PSE Director of Planning and the Director of King County Department of Natural Resources and Parks (DNRP) for a negotiated resolution. If the PSE Director of Planning and KCDNRP Director cannot reach resolution, the Party claiming the other Party is in Default may choose to immediately terminate the Agreement and pursue any remedies allowable at law or equity. Additionally, upon termination of this Agreement as set forth in this section, King County shall restore the Property as required under Section 9; otherwise, PSE will be entitled to perform any work required to remove and close the Recreational Trail, and PSE's costs will be paid by King County within 30 days of receipt of an invoice from PSE. PSE's failure to exercise such right at any time will not waive its right to terminate for any future breach or default or to exercise any available self-help remedy.

## 8. Restoration of Property upon Termination.

Upon the termination or expiration of this Agreement or termination of the use of any portion of the Property for Recreational Trail purposes, King County will remove all Recreational Trail related improvements, including but not limited to signs, structures, paving and King County property in the portion terminated in order to restore the affected portion of the Property to the condition existing immediately prior to the execution of this Agreement, unless otherwise directed by PSE, and will coordinate such activities with PSE. If King County fails to perform these obligations within 180 days of the receipt of PSE's notice to terminate the Agreement, PSE may perform them, and King County will

reimburse PSE's actual costs incurred in performing these obligations within 30 days of receipt of invoice(s) from PSE. King County's obligations under this paragraph will survive the termination of this Agreement.

**9. Compliance with Law.**

At all times, King County's use and operation of the Property will comply with all applicable federal, state, and local laws, ordinances, codes, rules and regulations, including but not limited to Health and Safety Law and Environmental Laws.

As used in this Agreement, "Health and Safety Law" means any applicable requirement of the Hazardous Waste Operations and Emergency Response (Hazwopper) Program, and any other applicable requirements under federal, state and local environment, health and safety laws, and regulations or ordinances.

"Environmental Laws" means any and all federal, state, or local statutes, codes, regulations, orders, and requirements issued thereunder, and common-law causes of action, whether federal, state or local, that apply to any toxic material or hazardous substance, pollutant, waste material, health and safety of persons or protection of the environment, including any amendments or supplements to such laws or regulations, including, but not limited to: the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Federal Water Pollution Control Act, 49 U.S.C. § 1801 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA") 42 U.S.C. § 9601 et seq., the Washington Model Toxics Control Act (MTCA), RCW Ch. 70.105D, the Washington Hazardous Waste Management Act, RCW Ch. 70.105, the Washington King County Management Act, RCW Ch. 90.58, and all local environmental codes and regulations including without limitation, stormwater, drainage and wastewater, and sewer regulations and requirements.

**10. Prohibited Substances.**

10.1 No Prohibited Substances without PSE Approval. King County understands and agrees that any hazardous, dangerous or toxic material, waste or substance, or other pollutant or contaminant, regulated under federal, state or local law, as hereafter amended or supplemented ("Prohibited Substances"), are not allowed in or around the Property without the express written permission of PSE. Notwithstanding the foregoing, King County is permitted to use gas-powered weed trimmers, leaf blowers or similar devices for trail and vegetation management activities.

10.2 Prior Approval. King County will obtain PSE's approval prior to initiating any activities requiring the use, handling or storage of Prohibited Substances on the Property or adjacent to any other PSE facilities. PSE may consider approving the specific use or activity, but only after King County demonstrates to the satisfaction of PSE that King County has all necessary permits, if any, for operation and a Prohibited Substances emergency response plan. King County will be solely responsible for the use, handling

and storage of any Prohibited Substance in compliance with all applicable law, and PSE's approval of such use, handling or storage will not be construed as limiting King County's liability for a release of a Prohibited Substance, or as creating liability on the part of PSE.

10.3 Environmental Audits. King County agrees to cooperate in any environmental audits conducted by PSE's staff or independent third parties specifically related to King County's use or storage of Prohibited Substances. King County agrees to reimburse PSE for the cost of such audits. King County agrees to provide PSE with notice of every governmental inspection of the Property, notice of violation, and order to clean up contamination, upon receipt thereof by King County. King County agrees to permit PSE to participate in all settlement or abatement discussions. In the event King County fails to take remedial measures, as required by any final administrative or judicial order, decrees, or other legal instrument signed by a state, federal, or local regulatory agency within 90 days of such order, decree or instrument, PSE may elect to perform such work, and King County covenants and agrees to reimburse PSE for all costs associated with PSE's work.

## **11. Release, Indemnification, and Hold Harmless.**

11.1 Release and Indemnification. King County releases and will defend, indemnify and hold harmless PSE, its directors, officers, employees, agents and assigns (collectively referred to as the "Indemnitees") from and against any and all Claims arising out of or in connection with King County's occupancy, use or improvement of the Property, or that of any of its employees, agents, contractors, licensees, officers, guests, or invitees, or the use of the Property by the general public, including but not limited to Claims arising from King County's breach of its obligations hereunder, any act or omission of King County or its agents, contractors, licensees, or invitees, and any Environmental Liability, except to the extent caused by the negligence or intentional acts of the Indemnitees. "Claims" includes claims, losses, costs, liabilities, demands, actions, damages and expenses (including, but not limited to reasonable attorney's fees). "Environmental Liability" means any and all liabilities, claims, lawsuits, costs, liens, obligations, expenses, attorney fees, fines, penalties, damages, consequential damages, and losses, arising from the release of a Hazardous Substance or any non-compliance with Environmental Laws. An Environmental Liability may be based upon an environmental law, any cause of action, criminal or civil statute, permit requirements, court or administrative order. "Hazardous Substance" means any material that is regulated or restricted by an Environmental Law, including but not limited to, CERCLA and MTCA.

11.2 Waiver of Immunity under Title 51. King County agrees that the foregoing indemnity specifically covers actions brought by its own employees and that this indemnity shall survive termination or expiration of this Agreement. The foregoing indemnity is specifically and expressly intended to constitute a waiver of King County's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide PSE with a full and complete indemnity from claims made by King County and its employees. King County shall promptly notify PSE of casualties or accidents occurring in or about the Property.

11.3 Application of RCW 4.24.115. To the fullest extent permitted by applicable law, the foregoing release, indemnity and hold harmless shall apply to and for the benefit of the Indemnitees. If it is determined that RCW 4.24.115 applies to this Agreement, King County agrees to defend, indemnify and hold harmless the Indemnitees to the maximum extent permitted thereunder, and specifically for King County's negligence concurrent with that of the Indemnitees to the full extent of King County's negligence.

11.4 Recreational Use. PSE is permitting the use of the Property conditioned, in part, upon King County's agreement to make the Recreational Trail available to the public at no cost. To the extent that the Recreational Land Use Statute, RCW 4.24.210, or other applicable law provides immunity to PSE and King County, the Parties do not intend the indemnity in this Section to act as a waiver of such immunity.

**THE INDEMNIFICATION PROVISIONS OF THIS SECTION 11 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THE PARTIES.**

**12. Invalidity.**

Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

**13. Nonwaiver.**

The failure of PSE to insist upon or enforce strict performance by King County of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.

**14. Assignment, Successors and Assigns.**

This Agreement is personal to the Parties. As a result, King County will not assign, transfer, or otherwise dispose of any of the privileges granted under this Agreement without the prior written consent of PSE.

**15. Applicable Law; Venue.**

This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington and the sole venue for any action arising out of this Agreement shall be the Superior Court of King County, King County, Washington.

**16. Notices.**

All notices hereunder must be in writing and shall be deemed validly given if sent by United States mail, by personal delivery, or by overnight delivery by a nationally recognized carrier, addressed as follows (or to any other address that the party to be notified may have designated to the sender by like notice):

**CONTACT INFORMATION**

If to PSE by mail, to:

Puget Sound Energy  
Attn: Real Estate Department  
P.O. Box 97034  
Bellevue, WA 98009-9734

If to King County by mail, to:

201 S. Jackson Street, Suite 700  
Attn: Parks Capital Projects & Land Management Section  
Seattle, WA 98104

**17. Headings.**

The titles of sections are for convenience only and do not define or limit the contents.

**18. Entire Agreement; Exhibits.**

This Agreement, including the exhibits, sets forth the entire agreement of the Parties, and supersedes any and all prior agreements, with respect to the Property and/or the Recreational Trail.

**19. Termination of Previous Recreational Easement.**

By executing this Agreement, both parties agree the Recreational Easement, as recorded under King County Auditor's File Number 7711100684, is terminated.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused this agreement to be executed by its \_\_\_\_\_ pursuant to King County Ordinance \_\_\_\_\_ and PUGET SOUND ENERGY has executed the same this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

KING COUNTY

By \_\_\_\_\_  
Christie True, Director, King County Department of Natural Resources and Parks

The foregoing Recreational Trail Use Agreement is hereby accepted for and on behalf of PUGET SOUND ENERGY, a Washington corporation of the State of Washington, which by such acceptance agrees to assume and be bound by all of the terms and conditions herein contained.

PUGET SOUND ENERGY, a Washington corporation

By \_\_\_\_\_  
Brett Bolton

Title \_\_\_\_\_  
Manager Real Estate

Date \_\_\_\_\_



STATE OF WASHINGTON )  
 ) ss.  
KING COUNTY )

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (printed) \_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
KING COUNTY )

I certify that I know or have satisfactory evidence that Brett Bolton signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Manager Real Estate of PUGET SOUND ENERGY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name (printed) \_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

## EXHIBIT "A"

**Interurban Trail – King County**

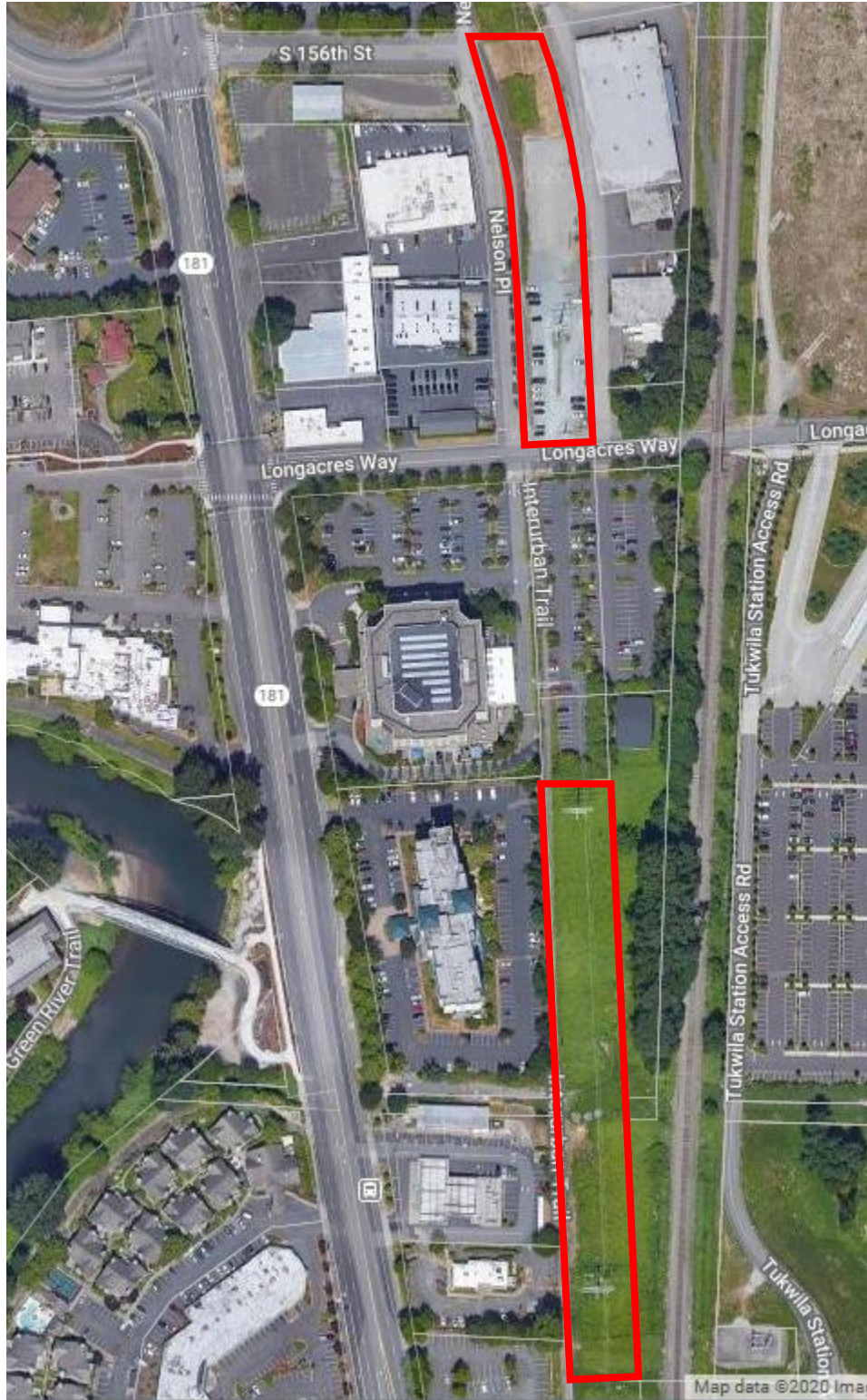
<b>Tax Lot #</b>	<b>City</b>
242304-9023	Tukwila
000580-0008	Tukwila
252304-9023	Tukwila
362304-9035	Tukwila
000020-0015	Kent
012204-9018	Kent
122204-9030	Kent
132204-9041	Kent
132204-9022	Kent
242204-9097	Kent
000660-0028	Kent
000440-0005	Kent
000680-0010	Kent
000220-0004	Auburn
362204-9008	Auburn
158260-0060	Auburn
012104-9022	Auburn
122104-9021	Auburn
132104-9024	Auburn
242104-9031	Auburn
252104-9046	Algona
262104-9015	Algona
262104-9013	Algona
352104-9019	Pacific

Tax Lot #242304-9023 SW 24-23-04

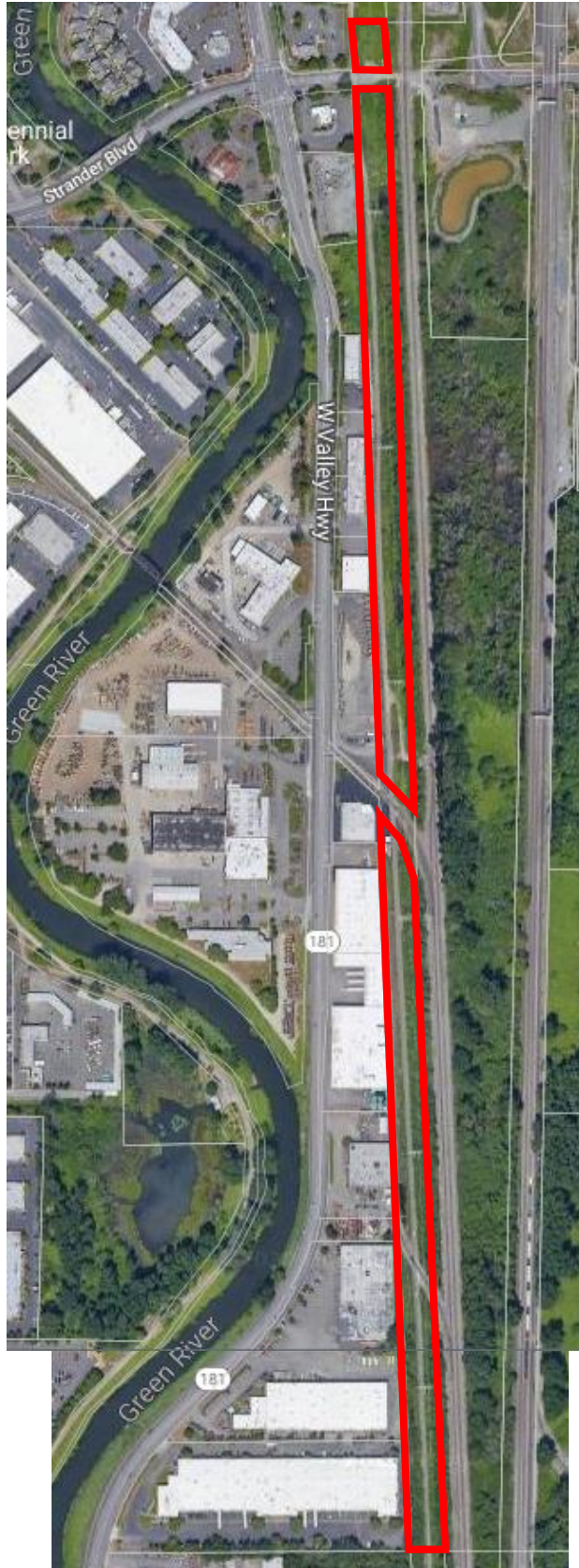




Tax Lot #000580-0008 SW 24-23-04



Tax Lot #252304-9023 SW 25-23-04





Tax Lot #362304-9035 NW 36-23-04

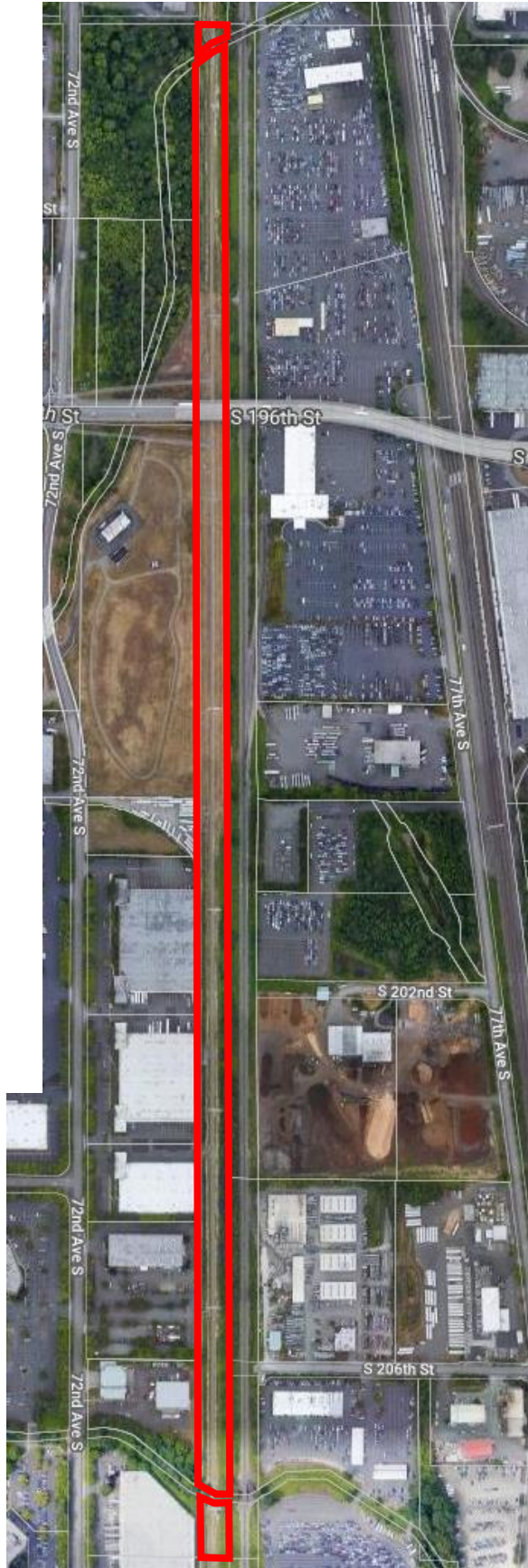


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Tax Lot #012204-9018 SW 01-22-04





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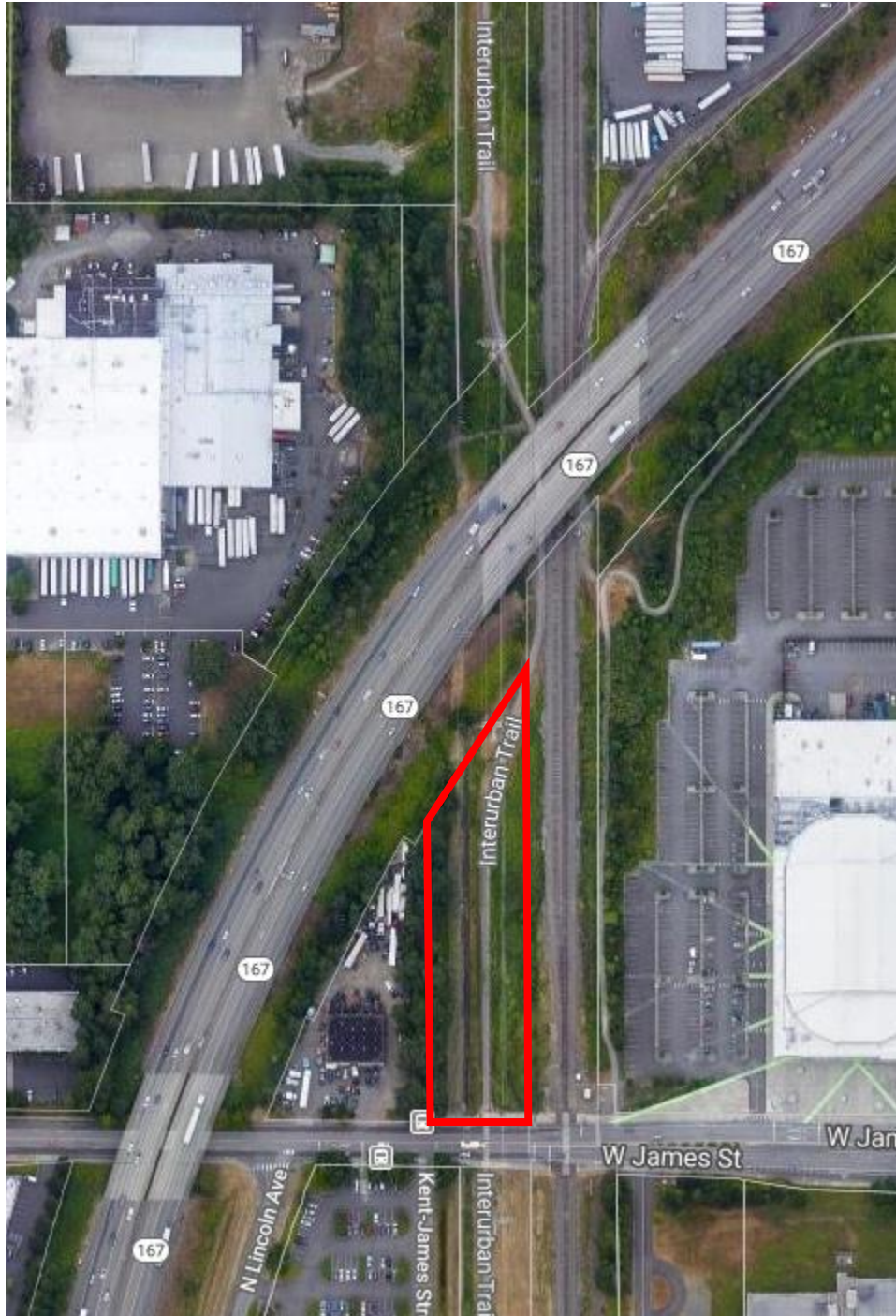


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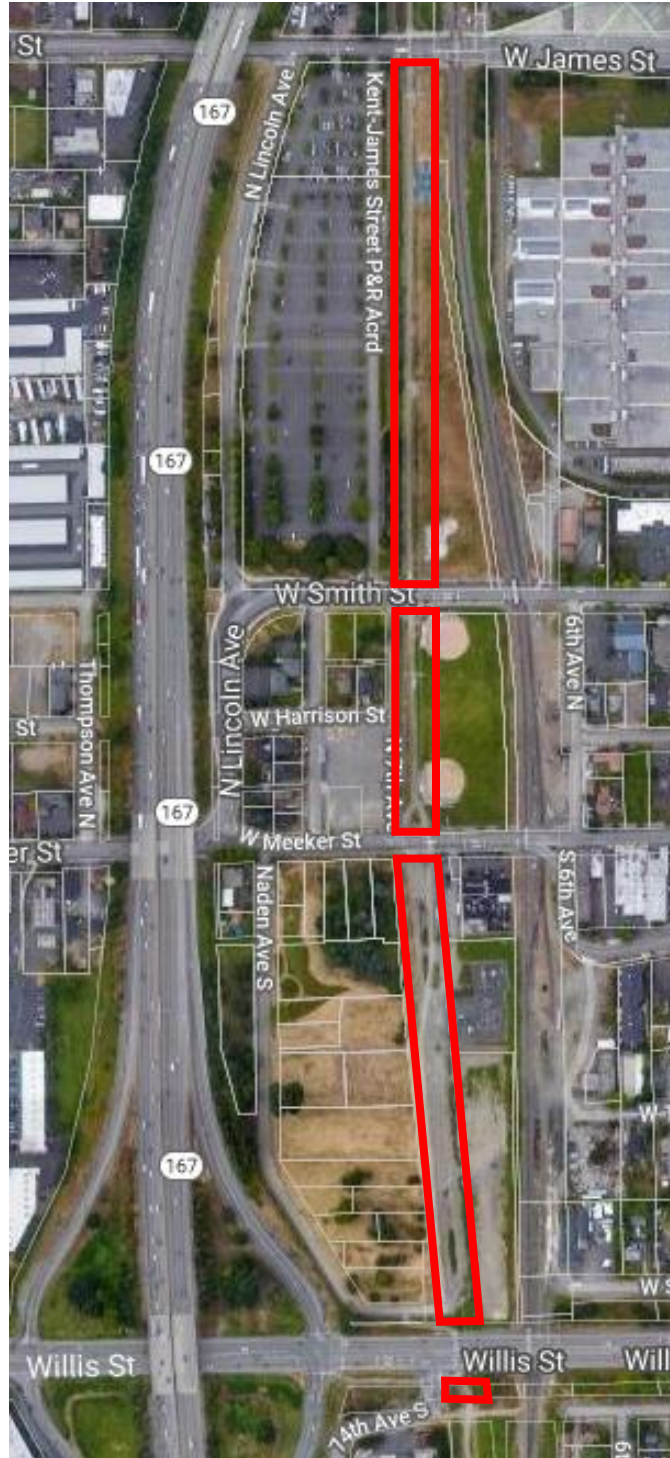




Tax Lot #132204-9022 SW 13-22-04



Tax Lot #242204-9097 SW 24-22-04





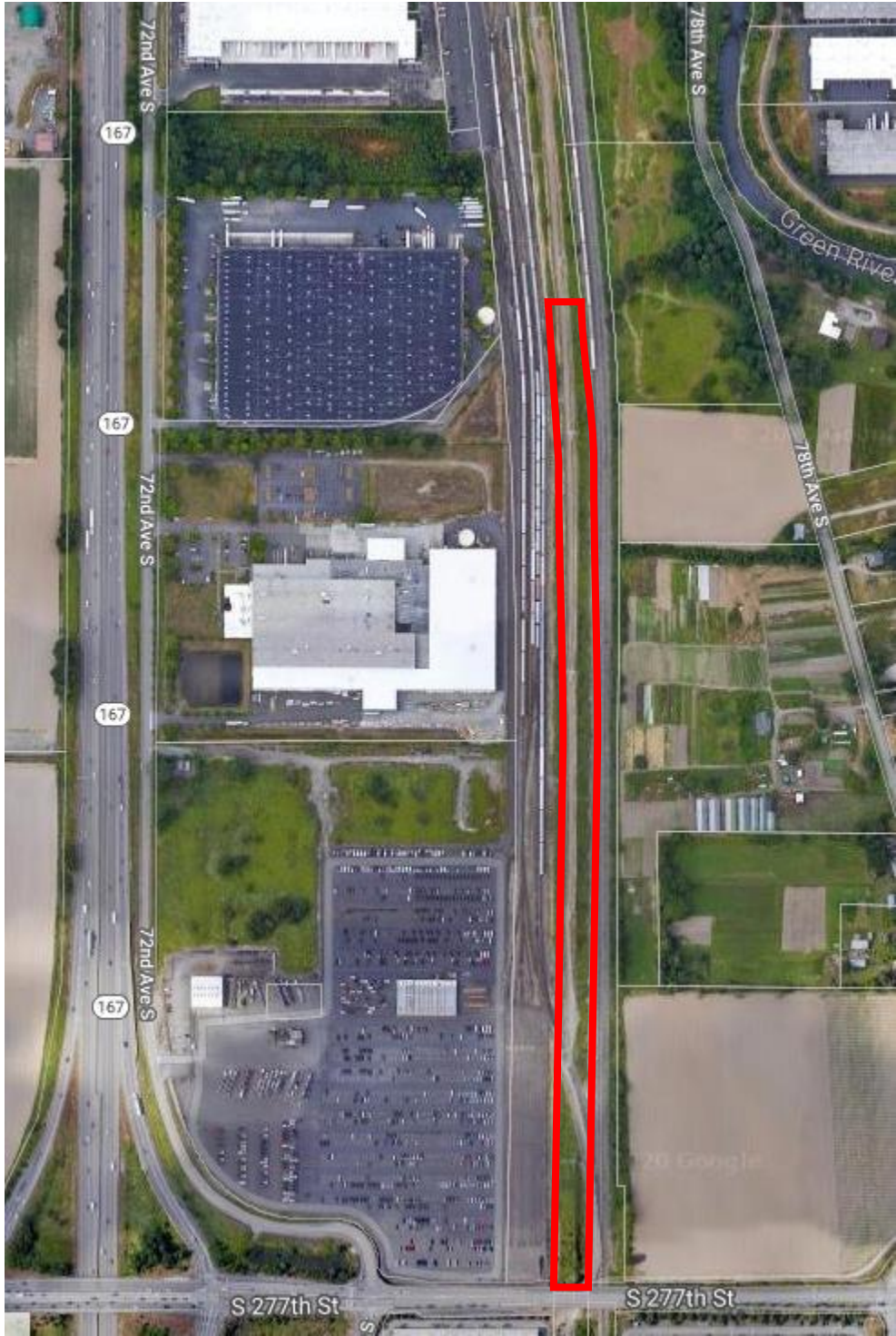
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Tax Lot #000680-0010 NW 36-22-04



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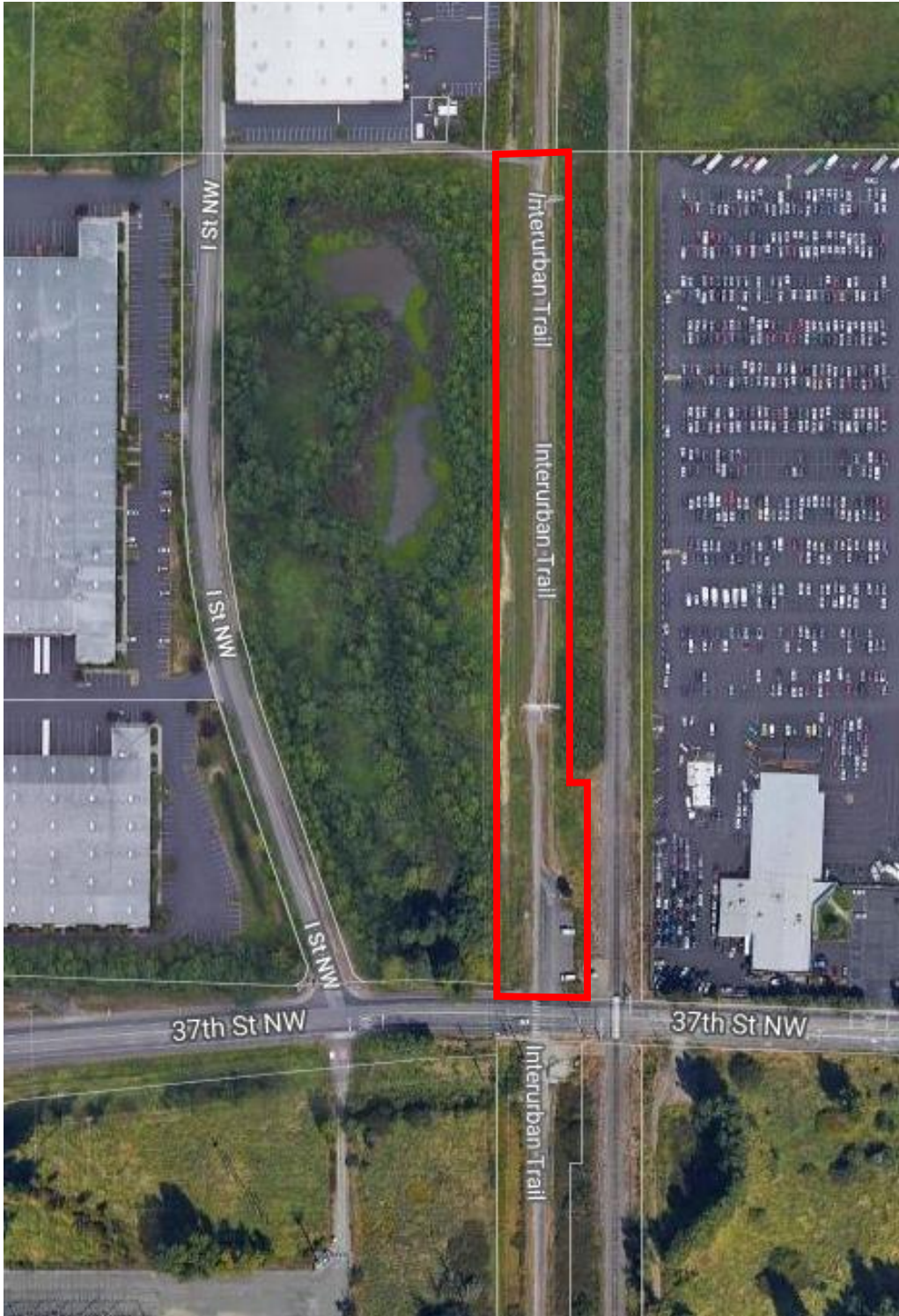




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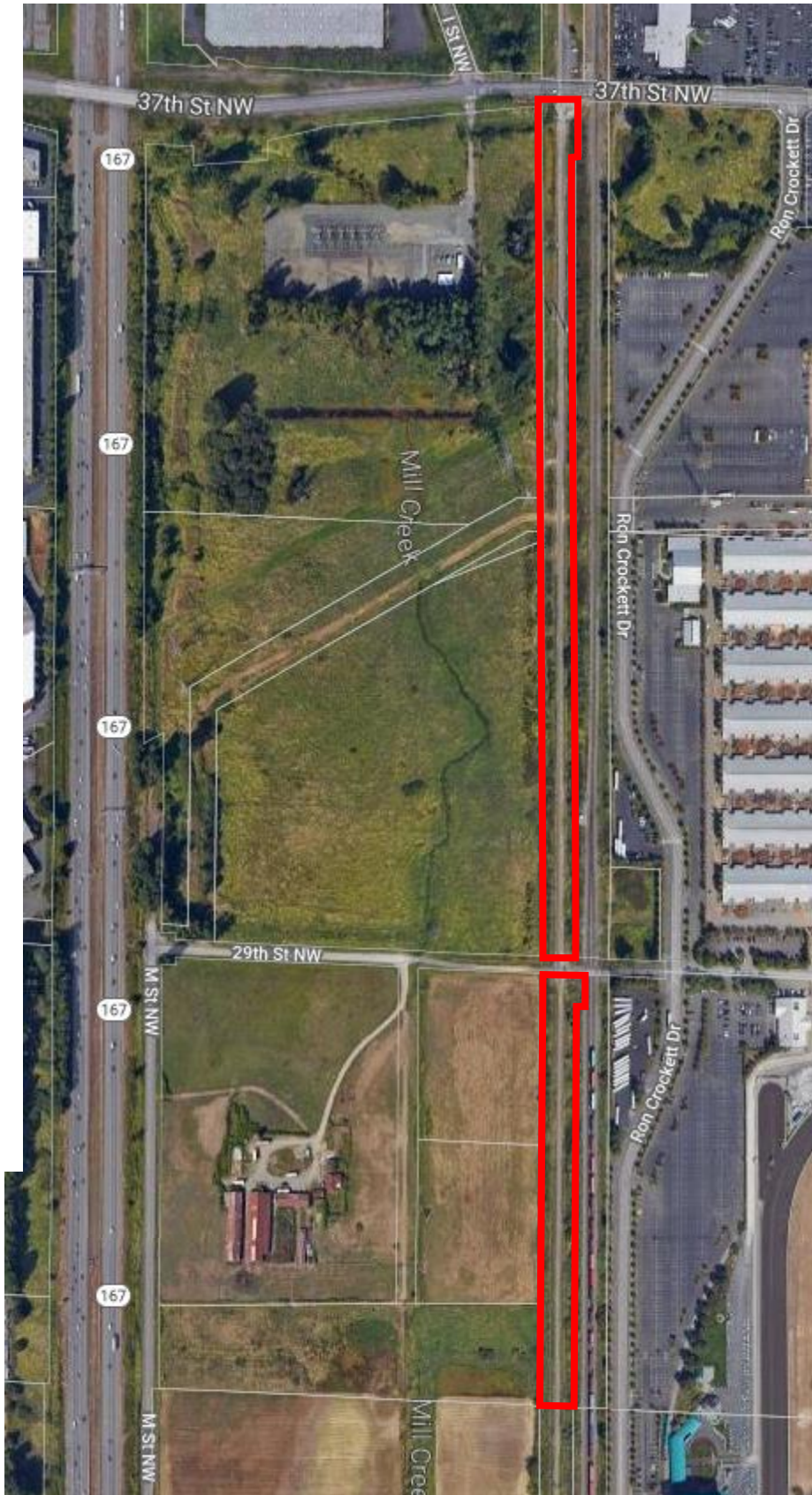


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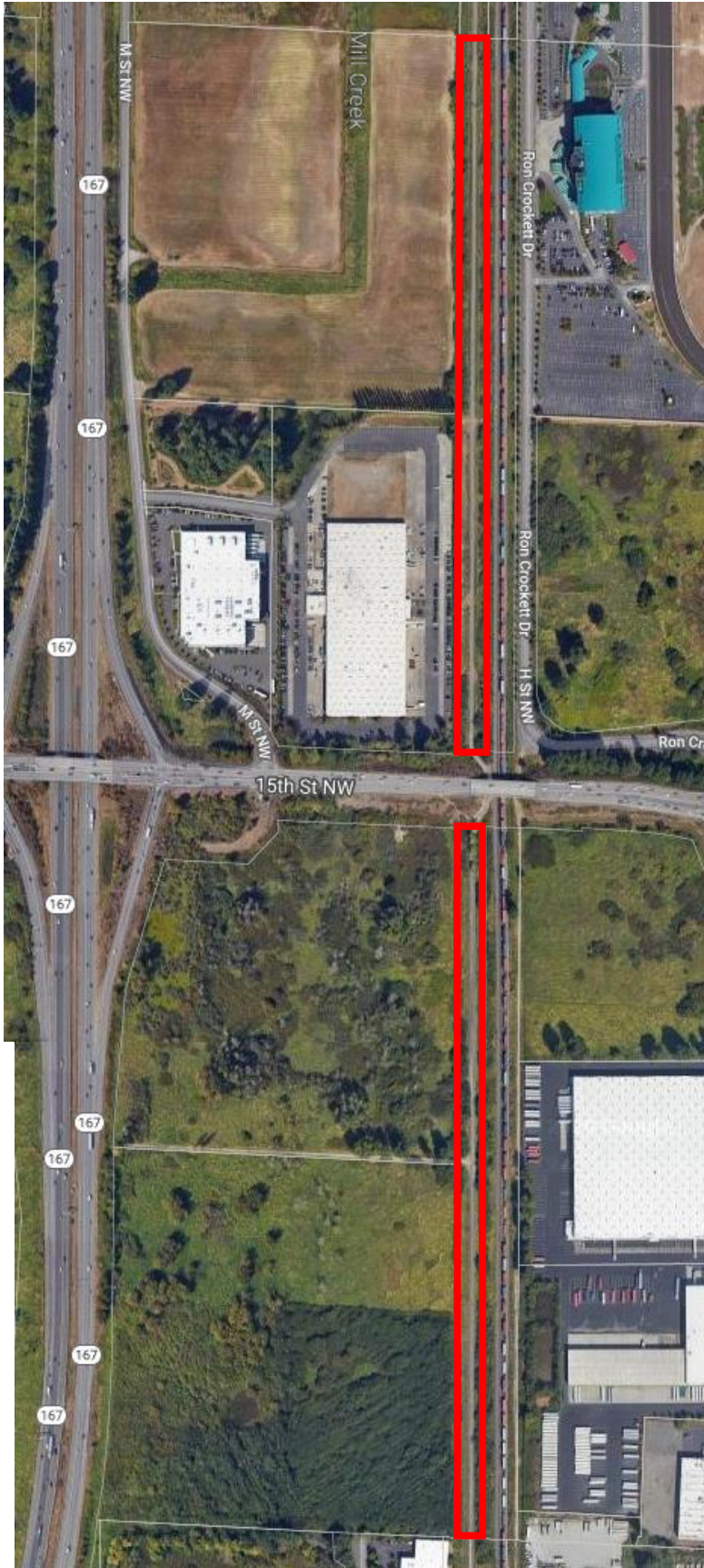




Tax Lot #012104-9022 NW 01-21-04

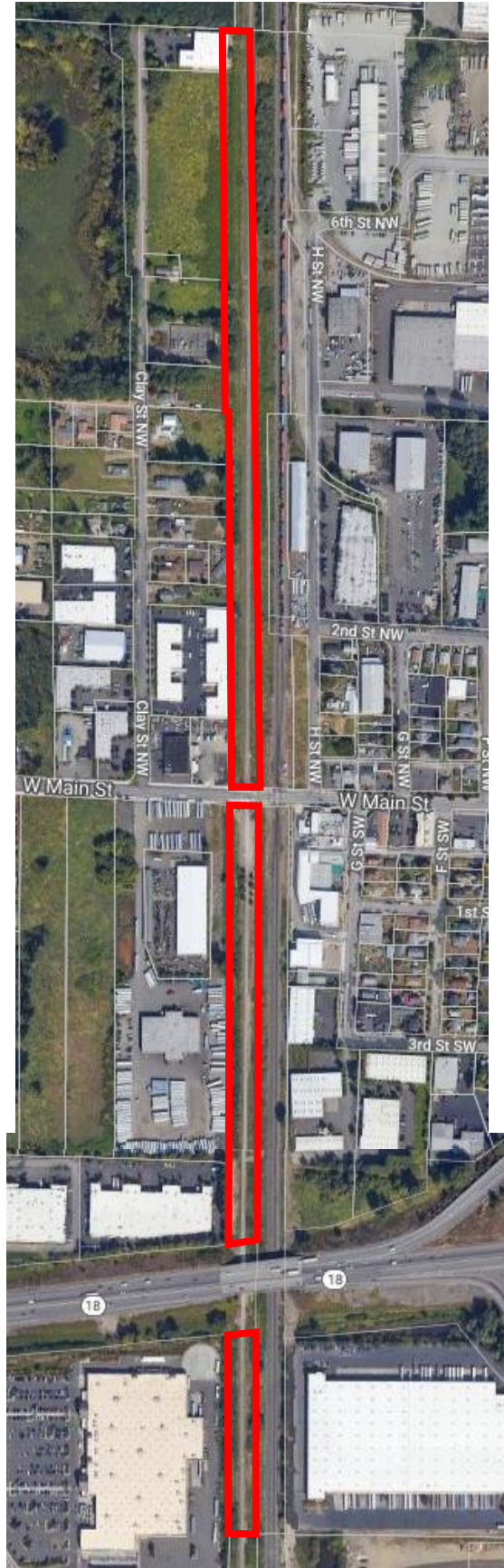


Tax Lot #122104-9021 NW 12-21-04





Tax Lot #132104-9024 NW 13-21-04



Tax Lot #242104-9031 NW 24-21-04





Tax Lot #252104-9046 NW 25-21-04





Tax Lot #262104-9015 NW 26-21-04





Tax Lot #262104-9013 SE 26-21-04





Tax Lot #352104-9019 NE 35-21-04



**Certificate Of Completion**

Envelope Id: 249E1BAF8A91419D9FAB3E752E90D6CB	Status: Completed
Subject: Please DocuSign: Ordinance 19322.docx, Ordinance 19322 Attachment A.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 3
Supplemental Document Pages: 38	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Enveloped Stamping: Enabled	401 5th Ave
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Suite 100
	Seattle, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

**Record Tracking**

Status: Original	Holder: Cherie Camp	Location: DocuSign
9/8/2021 1:57:19 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County General (ITD)	Location: DocuSign

**Signer Events**

Claudia Balducci  
 claudia.balducci@kingcounty.gov  
 King County General (ITD)  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 7E1C273CE9994B6...  
 Signature Adoption: Pre-selected Style  
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**Timestamp**

Sent: 9/8/2021 2:00:38 PM  
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 Signed: 9/13/2021 11:31:02 AM


**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign  
 Supplemental Documents:

Ordinance 19322 Attachment A.pdf

Viewed: 9/13/2021 11:30:50 AM  
 Read: Not Required  
 Accepted: Not Required

Melani Pedroza  
 melani.pedroza@kingcounty.gov  
 Clerk of the Council  
 King County Council  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Uploaded Signature Image  
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**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign  
 Supplemental Documents:

Ordinance 19322 Attachment A.pdf

Viewed: 9/13/2021 11:53:52 AM  
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 Accepted: Not Required

Dow Constantine  
 Dow.Constantine@kingcounty.gov  
 Security Level: Email, Account Authentication (None)

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 Signed: 9/21/2021 5:13:51 PM

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 Supplemental Documents:

Ordinance 19322 Attachment A.pdf

Viewed: 9/21/2021 5:13:43 PM  
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Accepted: Not Required

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kaitlyn Wiggins

kwwiggins@kingcounty.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
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Sent: 9/13/2021 11:54:06 AM

Viewed: 9/13/2021 1:42:58 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

9/8/2021 2:00:38 PM

Certified Delivered

Security Checked

9/21/2021 5:13:30 PM

Signing Complete

Security Checked

9/21/2021 5:13:51 PM

Completed

Security Checked

9/21/2021 5:13:51 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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