

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY OF SAMMAMISH
C/O PERMIT CENTER
801 228TH AVE SE
SAMMAMISH, WA 98075

RIVER PROTECTION EASEMENT

Grantor(s): _____

Grantee: City of Sammamish

Legal Description: _____

Additional Legal(s) on: _____

Assessor's Tax Parcel ID#: _____

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the GRANTOR(S), owner(s) in fee of that certain parcel of land (PROPERTY), as described above, hereby grant(s) the City of Sammamish (CITY) a political subdivision of the State of Washington, its successor and assigns, a perpetual easement for the purposes of accessing and constructing, inspecting, monitoring, reconstructing, maintaining, repairing, modifying, and removing river bank protection and/or other flood related works, including installing, inspecting, maintaining, and removing all vegetation and any other appurtenances thereto across, in, under, on, over, and upon the following portions of the above described PROPERTY:

All portions of the above described parcel that are riverward of a line that is parallel to and thirty (30) feet landward of the stable top of the river bank on the _____ River (EASEMENT AREA), as constructed or reconstructed, together with reasonable ingress and egress upon the PROPERTY to access the EASEMENT AREA.

The CITY shall have the right at such time as may be necessary and at the CITY's sole discretion, to enter upon the PROPERTY and to have unimpeded access to, in and through the EASEMENT AREA for the purposes of exercising the CITY's rights as described herein.

GRANTOR(S) agree(s) not to plant non-native vegetation within the EASEMENT AREA and not to remove or otherwise alter any improvements installed by the CITY, including any native vegetation that may be planted and any flood protection works that may be constructed, within the EASEMENT AREA, without the prior approval of the CITY. GRANTOR(S) further agree(s) not to use herbicides within the EASEMENT AREA without prior approval of the CITY. Nothing contained herein shall be construed as granting and license, permit or right, otherwise required by law, to GRANTOR(S) with respect to the PROPERTY and the EASEMENT AREA.

For the purposes of this river protection easement, the term "native vegetation" shall mean vegetation comprised of plant species, other than noxious weeds, (as identified on the State of Washington noxious weed list found at Washington Administrative Code Chapter 16-750, as amended from time to time), which are indigenous to the coastal region of the Pacific Northwest and which reasonably could have been expected to naturally occur at the site.

Neither GRANTOR(S) nor the CITY are hereby obligated to future maintenance, repair or other action related to the above-described exercise of easement rights. This river protection easement and/or and flood related works constructed or to be constructed within the EASEMENT AREA shall not be construed as granting any rights to and third person or

entity, or as a guarantee of any protection from flooding or flood damage, and nothing contained herein shall be as waiving any immunity to liability granted to the CITY by any state statute, including Chapter 86.12 of the Revised Code of Washington, or as otherwise granted or provided for by law.

The rights, conditions, and provisions, of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors in interest and assigns of GRANTOR(S) and the City of Sammamish.

GRANTOR, owner of the Property

GRANTOR, owner of the Property

STATE OF WASHINGTON)
COUNTY OF KING)ss.

On this _____ day of _____, 20____, before me, the undersigned NOTARY PUBLIC in and for the State of Washington, duly commissioned and sworn, personal appeared _____, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he/she signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 20____.

Printed name
NOTARY PUBLIC in and for the State of Washington,
residing at

My appointment expires: _____