

1 MOTION NO. 6982

2 A MOTION to authorize the King County Executive to grant  
3 an ingress, egress, and utility easement to Mr. Brayton  
L. Joule in Council District 6.

4 WHEREAS, Mr. Brayton L. Joule has made application for an easement for  
5 ingress, egress, and utility under and upon the land described herein, and

6 WHEREAS, that portion of the Northeast 1/4 of the Southwest 1/4 of Section  
7 23, Township 24 North, Range 7 East, W. M., lying Northerly of the Preston-  
8 Snoqualmie Falls Trail (formerly the Northern Pacific Railroad Right of Way)  
9 has no legal access, and

10 WHEREAS, this crossing easement is surplus to the needs of King County for  
11 a bicycle, pedestrian and equestrian trail and the executive has determined  
12 that it would be compatible with recreational and trail purposes, and

13 WHEREAS, investigation reveals that it would be appropriate to grant this  
14 easement for and in consideration of five hundred dollars, and

15 WHEREAS, the grantee is required to install warning signs and bollards,  
16 to maintain the crossing in a safe condition, and to provide access to the  
17 trail crossing to owners of nearby property that is similarly situated, and

18 WHEREAS, the grantee has agreed to provide a quit claim deed to the pro-  
19 perty abutting the right of way at no cost, and

20 WHEREAS, the council finds that unique circumstances exist making a nego-  
21 tiated direct sale in the best interests of King County, to wit: the crossing  
22 is to serve property owned by Mr. Joule and others;

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

24 The King County executive is authorized to sign and deliver the necessary  
25 easement granting, subject to the conditions contained in Appendix "A," an  
26 easement to Mr. Joule for ingress, egress, and utilities under and upon the  
27 following described property situated in King County, Washington:  
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That portion of the Preston-Snoqualmie Falls Trail (formerly the Northern Pacific Railroad Right of Way) lying within the East 30.0 feet of the West 530.0 feet of the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 24 North, Range 7 East, W. M., King County, Washington.

PASSED this 12th day of October, 1987.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Bill Reams  
VICE Chairman

ATTEST:

Dorothy M. Owens  
Clerk of the Council

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 the Special Use Permit will be issued, Grantee must have approved by King County, complete plans and specifications of the proposed project including but not limited to details for drainage, landscaping, driveway construction, trail construction, safety devises (safety devises to include bollards and warning signs).

2. DAMAGES

If any damage is caused to the Grantor or to a third party 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. 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, 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, which waiver has been mutually negotiated by the parties.

4. RESERVATIONS

The Grantor also reserves the right to grant other easements of a similar nature, easements for public or private utilities, to install use or operate other facilities on, under, or over the described easement.

5. NONINTERFERENCE

Grantee's use of the easement shall not interfere with the Grantor's existing or future uses upon, under, or over the Preston-Snoqualmie Falls Trail.

## APPENDIX "A" (continued)

6. 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, landscaping, fencing, trail or storm drainage facilities.

7. EMERGENCY SITUATIONS

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

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. SPECIAL TERMS AND CONDITIONS

- A. The driveway must not be placed over existing drainage pipes or disturb them.
- B. The driveway must not block existing or proposed drainage channels that run parallel to the trail on the south side.
- C. Bollards and warning signs shall be installed at the trail crossing at the sole expense of the applicant.
- D. Asphalt breakage or damage of the trail shall be repaired by the applicant promptly and no later than 21 days following receipt of written notice to do so.
- E. Ordinary maintenance of the crossing shall be done by the applicant on a continuing basis at no cost to King County.
- F. Grantee shall provide access, at no cost, to the trail crossing hereby created to owners of similarly situated property within a reasonable distance of the subject property, including access across its property to reach the trail crossing.
- G. Upon determination that regulations contained in the Federal Register Vol. 42, No. 212, Page 54809 Section 31.18, apply to this action, the effective date of this easement shall be contingent upon the approval by the Secretary of the Interior of the United States.
- H. This easement shall terminate at such a time as the Preston-Snoqualmie Falls Trail property is reconverted to rail transportation use.

EASEMENT  
FOR  
INGRESS AND EGRESS

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between King County, a political subdivision of the State of Washington, hereinafter termed the Grantor, and Brayton L. Joule hereinafter termed the Grantee.

WHEREAS, the Preston-Snoqualmie Falls Trail was acquired by Deed for valuable consideration from the Burlington Northern, Inc., successor in interest to the Northern Pacific Railway Company, for public recreational and trail purposes, and

WHEREAS, that portion of the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 24 North, Range 7 East W. M. lying Northerly of the Preston-Snoqualmie Falls Trail (formerly the Northern Pacific Railroad Right of Way) has no legal access, and

WHEREAS, the granting of an ingress, egress, and utility easement crossing the Preston-Snoqualmie Falls Trail would be compatible with recreational and trail purposes.

NOW WITNESSETH:

That for and in consideration of Five Hundred (\$500.00) Dollars and Mutual Benefits, the Grantor herein does by these presents quitclaim unto the Grantee, its successors and assigns, a non-exclusive easement and right of way under and upon the following described property, situated in King County, Washington, to wit:

That portion of the Preston-Snoqualmie Falls Trail (formerly the Northern Pacific Railroad Right of Way) lying within the East 30.0 feet of the West 530.0 feet of the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 24 North, Range 7 East W. M., King County, Washington.

Dominant Estate: This Easement is for the benefit of the following described property:

That portion of the Northeast 1/4 of the Southwest 1/4 of Section 23, Township 24 North, Range 7 East W. M. lying Northerly of the Preston-Snoqualmie Falls Trail (formerly the Northern Pacific Railroad Right of Way).

and any other property which may be added by King County pursuant to Paragraph 9 (F) of Appendix A.

Purpose: The Grantee shall have the right to construct, reconstruct, maintain, and repair its easement for ingress, egress, and underground utilities, and shall serve no more than two (2) legally subdivided lots for residential use.

Binding effect: This easement shall be binding upon the grantee, his heirs, successors, assigns and personal representatives.

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

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

GRANTEES

KING COUNTY, WASHINGTON, GRANTOR

BY \_\_\_\_\_  
Brayton L. Joule

BY \_\_\_\_\_  
Tim HITT

BY \_\_\_\_\_  
Dennis Joule

TITLE \_\_\_\_\_  
King County Executive

BY \_\_\_\_\_  
Susan R. Joule

DATE \_\_\_\_\_

STATE OF WASHINGTON)  
COUNTY OF KING ) ss

I certify that \_\_\_\_\_ signed this instrument, on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged 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.

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

\_\_\_\_\_  
Title \_\_\_\_\_

My appointment expires \_\_\_\_\_

STATE OF WASHINGTON)  
COUNTY OF KING ) ss

On this day personally appeared before me \_\_\_\_\_ to me known to be the persons who signed above and foregoing instrument for the uses and purposes therein stated and acknowledged to me that they signed the same as the free and voluntary deed and that they each were 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 \_\_\_\_\_

APPROVED AS TO FORM:

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

DATE \_\_\_\_\_