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MOTION NO. 7098

A MOTION authorizing the King County Executive to sign an agreement for the development and use of the Lake Youngs Perimeter Trail.

WHEREAS, the county has adopted an Urban Trails Plan which includes a system of proposed recreational trails in King County, and

WHEREAS, the plan includes the development of a pedestrian and equestrian trail at the Lake Youngs Reservation, property owned by the City of Seattle, and

WHEREAS, the development and use of the Reservation requires the agreement of the City of Seattle, and

WHEREAS, after due consideration, the King County council deems it to be in the best interests of the citizens of King County that the agreement, attached hereto as Exhibit A, and made a part hereof as if the same had been fully set forth herein, be concluded in consideration of mutual benefits to both parties;

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

The King County executive is hereby authorized to execute, on behalf of the citizens of King County, an agreement to develop and use a pedestrian and equestrian trail at the Lake Youngs Reservation.

PASSED this 22nd day of February, 1988.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Gary Gent  
Chairman

ATTEST:

Dorothy M. Owens  
Clerk of the Council

EXHIBIT A  
PERMIT AGREEMENT

This permit agreement is entered into by and between the CITY OF <sup>7098</sup>  
SEATTLE, a municipal corporation of the State of Washington, hereinafter  
called "City," and KING COUNTY, a political subdivision of the State of  
Washington, hereinafter called "County," for and in consideration of the  
terms and conditions herein set forth, to provide for the use by the County  
of certain real property owned in fee simple by the City.

WHEREAS, the County has adopted an Urban Trails Plan which includes  
a system of proposed recreational trails in King County, and

WHEREAS, said plan includes the development of the Lake Youngs Perimeter  
Trail, which would be established outside of the City's security fence on  
the perimeter of the City's Lake Youngs Reservation property, hereinafter  
called "the property," located in Sections 1, 2, 11 and 12, Township 22N.,  
Range 5E., W.M., in Sections 35 and 36, Township 23N., Range 5E., W.M.,  
and in Sections 6 and 7, Township 22N., Range 6E., W.M., in King County,  
Washington, and owned in fee by the City, and

WHEREAS, the City desires to accommodate recreational use of its pro-  
perties where reasonable, and

WHEREAS, the County's perimeter use of the property for pedestrian and  
equestrian trail purposes would not interfere unreasonably with the City's  
and its agents' use of the property for watershed and water utility purposes;

NOW, THEREFORE, it is mutually agreed by the City and the County as  
follows:

1. The City hereby grants to the County non-exclusive permission to  
use, for recreational trail purposes as hereinafter defined and limited,  
for a term of fifteen years beginning \_\_\_\_\_, 198\_, and ending  
\_\_\_\_\_, 200\_, that exterior portion of the City's fee-owned Lake  
Youngs Reservation, in King County, Washington, described as follows:

That portion of the City's Lake Youngs Reservation lying outside of  
the City's perimeter security fence as presently located or to be  
relocated by this agreement and as delineated in Exhibit "A" attached.

2. "Recreational trail purposes" shall include, but not be limited to, walking, hiking, jogging, bicycling and horseback riding. Firearms, fires, camping, and motorized vehicles, other than light to medium weight patrol, law enforcement and trail maintenance vehicles and equipment, shall not be permitted.

3. County shall acquire no rights or interest in or to City's property, or in or to the right to use and occupy the same, other than the limited rights and for the term herein granted.

4. The City retains the right to grant or deny permission to use or occupy the permit agreement area for any other purpose, provided that such use or occupancy as may be authorized by the City shall be consistent insofar as is practicable with the County's use herein permitted. The City shall give reasonable notice to the County of proposed use or occupancy by others so that the County may comment regarding potential impacts to its recreational trail, and the City shall require any such other users to agree, as a condition of such use or occupancy, to restore the premises to the condition found or better.

5. The County may improve the permit area by grading, gravelling, bituminous paving, installation of drainage and erosion control facilities, fencing, gates, bollards, trail signs, and/or landscaping, including the use of fertilizers, soil modifying chemicals, and herbicides, only after submitting all plans therefor to and obtaining the written approval of the City's Superintendent of Water, or the Superintendent's designee, who may, when deeming the same to be necessary, require the submission of specifications in connection with such plans. Any grading, culverts, and paved surfaces shall be designed so that storm water flow is directed away from Lake Youngs. During construction, installation or maintenance of such improvements, the County shall maintain the security and integrity of the City's property at all times.

6. No buildings or structures of any kind shall be constructed or permitted within the permit agreement area except following submission of plans by the County to and receipt of permission in writing from the Superintendent of Water, or the Superintendent's designee.

7. The County agrees to take such steps as may be necessary to minimize erosion from surface water and from recreational trail use, and if in the opinion of the Superintendent of Water, whose determination shall be final, such erosion affects the well being of the property, the City may close those portions to recreational trail use until, in the opinion of the Superintendent of Water, the cause and effect of the erosion have been remedied by the County.

7098

8. The City may from time to time close all or parts of the permit area to the public, for the installation, repair or replacement of pipelines or other City facilities, provided that the City shall give the County reasonable notice of any such closure, except in the event of emergencies.

9. If, in the installation, repair or replacement by the City of pipelines or other City facilities, the County's improvements are damaged or destroyed, City shall backfill any trenches or excavations, but shall not be responsible for restoring or replacing County's improvements, except to the extent of the City's sole or concurrent negligence.

10. The City shall at all times have free access to the permit area, including access by motor vehicles, for the installation, operation, maintenance and repair of pipelines, or other City facilities, and for the patrolling of its property or for any other purpose.

11. Where the property is or becomes subject to easements, leases, or permits for access, utilities, or other purposes, the rights and privileges held under said easements, leases or permits shall not be diminished or abridged by the permit herein granted.

12. The construction and maintenance of trails and related facilities, the installation of fencing and gates to control access, the reconstruction of fencing and an adjacent City patrol road to accommodate the recreational trail, and the installation and maintenance of directional, informational and cautionary signs, shall be at the sole cost and expense of County.

13. The City shall remain responsible for maintenance of the patrol road and perimeter security fence, except for any damage to said road or fence specifically resulting from the County's use of the property as defined in this permit agreement. Said fence represents the inner boundary

of the recreational trail. All fencing located along the outer boundary of the trail shall be the responsibility of the County.

7098

14. The County shall be responsible for the administration of the recreational trail on the City's property, for the administration of its use by the public, for dust and noise control within the permit area, and for the collection and disposal of litter attributable to use of the permit area for recreational trail purposes.

15. The use of the permit area by the County for recreational trail purposes shall in no way unreasonably interfere with the present or future use of the permit area or adjoining City property by the City for water utility or other purposes, including the sale of the permit area or adjoining City property, subject to the use permitted herein. If, in the opinion of the Superintendent of Water, such unreasonable interference occurs, the Superintendent may direct the County to relocate said trail within the Lake Youngs Reservation at the sole cost and expense of the County.

16. To the fullest extent permitted by law, the County agrees for itself, its successors and assigns, to defend, indemnify and save harmless the City, its elective and appointed officials and employees from and against any and all claims, actions or damages of any kind or description, including the cost of defense thereof, which may accrue to or be suffered by any person, persons, or property by reason of the County's sole negligence or to the extent of the County's concurrent negligence in the use of said permit area or in the exercise of the rights and privileges granted under this permit agreement.

17. It is understood and agreed that prior to the expiration of the fifteenth anniversary of the effective date of this permit agreement and prior to the expiration of each subsequent term, if any, the Superintendent of Water shall review the uses afforded the County herein. If the County has performed in accordance with the terms and conditions of this and each subsequent permit agreement, and if, in the opinion of the Superintendent of Water, continued use by the County is in the best interest of the City, the Superintendent of Water may grant the County use of the permit area for an additional term not to exceed fifteen years. Such continued use by the County shall be subject to all other terms and conditions herein. The Superintendent of Water shall not unreasonably withhold consent for such continued use by the County.

18. At the expiration or termination of this permit agreement, the County agrees to quit and surrender the permit area in as good state or condition as now exists, ordinary wear excepted, and if so directed by the Superintendent of Water, to remove from said area all property of the County, including bituminous paving, and to restore that portion of said area affected by the County's facilities to a condition at least equal to that existing prior to the construction of said facilities, all subject to the approval of the Superintendent of Water, provided that the County shall not be required to remove or relocate any fences installed under the authority granted by this permit agreement, except that where two fences are located on the same portion of the property, the Superintendent may require the County to remove or relocate either, but not both, of the fences upon said expiration or termination.

19. Any provision of this permit 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.

IN WITNESS WHEREOF, City has caused this permit agreement to be executed by its Superintendent of Water pursuant to Ordinance \_\_\_\_\_, and County has executed the same this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

THE CITY OF SEATTLE

By *R. Groncznack*  
SUPERINTENDENT OF WATER

STATE OF WASHINGTON) ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that ROBERT P. GRONCZNACK signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the SUPERINTENDENT OF WATER of THE CITY OF SEATTLE to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

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

The foregoing permit agreement is hereby accepted for and on behalf of King County, a political subdivision of the State of Washington, which by such acceptance agrees to assume and be bound by all of the terms and conditions therein contained.

KING COUNTY, a political subdivision of the State of Washington

BY \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

COPIED

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

I certify that I know 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 \_\_\_\_\_

APPROVED AS TO FORM:

BY \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_

BY \_\_\_\_\_  
TITLE \_\_\_\_\_  
DATE \_\_\_\_\_