

1 February 17, 1988
2 4434B/hdm

Introduced by: GARY GRANJ

3 Proposed No.: 88-65

4 MOTION NO. 7100

5 A MOTION to authorize the granting of a guy
6 wire and anchor easement to Puget Sound Power
7 and Light company in Council District No. 9.

8 WHEREAS, Puget Sound Power and Light Company has made
9 application for the right to construct, operate and maintain guy
10 wires and anchor system, over, under, and upon the land described
11 herein, and

12 WHEREAS, this construction of guy wires and anchor system on
13 King County land is necessitated by the construction of high
14 voltage electrical transmission lines on State Highway SR 169
15 adjacent to county owned property described below, and

16 WHEREAS, investigation reveals that it would be appropriate to
17 grant this easement for good and valuable consideration;

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

19 The county executive is authorized to sign and deliver the
20 necessary guy wire and anchor system easement (Attachment A)
21 granting to Puget Sound Power and Light Company an easement for
22 guy wire and anchor system with all necessary or reasonable
23 appurtenances over, under, and upon the following described
24 property, situate in King County, Washington:

25 A strip of land 10 feet in width, over, across, and under a
26 portion of the SW 1/4 of the NE 1/4 of Section 16, Township 22
North, Range 6 East, W.M., King County, Washington, described
as follows:

27 Beginning at the intersection of the West line of the SW 1/4 of
28 said Section 16 with the North line of the South 850 feet of
the NW 1/4 of the SE 1/4 of said Section 16;
29 Thence South 87°31'44" East along said North line 752.35 feet;
Thence North 2°28'16" East 1141.86 feet to the centerline of
30 SR 169;
Thence South 82°02'54" East 50.00 feet to the True Point of
31 Beginning of said centerline of said area;

7100

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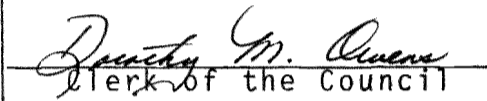
Thence South 89°20'01" East 45.00 feet to the terminus of
said area.
Less any portion thereof, lying within the right-of-way of SR
169.

PASSED this 22nd day of February, 1988.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chairman

ATTEST:


Clerk of the Council

UTILITY EASEMENT

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 PUGET SOUND POWER AND LIGHT, hereinafter termed the Grantee.

WITNESSETH:

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

A strip of land 10 feet in width, over, across, and under a portion of the SW 1/4 of the NE 1/4 of Section 16, Township 22 North, Range 6 East, W. M., King County, Washington, described as follows:

Beginning at the intersection of the West line of the SW 1/4 of said Section 16 with the North line of the South 850 feet of the NW 1/4 of the SE 1/4 of said Section 16;
Thence South 87 31 44 East along said North line 752.35 feet;
Thence North 2 28 16 East 1141.86 feet to the centerline of SR 169;
Thence South 82 02 54 East 50.00 feet to the True Point of Beginning of said centerline of said area;
Thence South 89 20 01 East 45.00 feet to the terminus of said area.
LESS any portion thereof, lying within the right of way of SR 169.

Purpose: The Grantee shall have the right to construct, install, reconstruct, alter, operate, maintain, repair and remove its guy wires and anchor ("facilities") within the easement area, together with all necessary or reasonable appurtenances thereto.

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.

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DATED this _____ day of _____, 19__.

GRANTEE:

GRANTOR: KING COUNTY, WASHINGTON

BY _____

BY Tim Hill

TITLE _____

TITLE County Executive

DATE _____

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.

GIVEN under my hand and official seal this _____ day of _____, 19__.

NOTARY PUBLIC in and for the State of Washington residing at _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

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 _____

APPROVED AS TO FORM:

BY Deputy Prosecuting Attorney

DATE _____

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 or increase in charge, assessment, or expense resulting from Grantee's exercise of rights granted by this 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 or increase as a result of 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 or increase paid by the Grantor.

6. INDEMNITY AND HOLD HARMLESS

Grantee does hereby release, indemnify and promise to defend and save harmless King County from and against any and all liability, loss, cost, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by King County in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees, and contractors in the exercise of the rights granted herein; provided, however, this paragraph does not purport to indemnify King County against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of King County or King County's agents or employees. 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.

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

In the event of an exercise of eminent domain, whether by the Grantor or by a third party, the value of all rights in the property, including those rights granted under this easement, shall be paid to the Grantor. The Grantor shall then compensate the Grantee, its successor or assigns, for the value attributed to all of the rights granted under this easement but in no event shall the compensation amount exceed the actual amount paid to King County in consideration for the granting of this easement.

12. 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.

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 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.

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.