

6/1/89  
CJL:TMC:tg

INTRODUCED BY RON SIMS

PROPOSED NO. 89 - 475

MOTION NO. 7633

A MOTION authorizing the granting of a permanent sanitary sewer system easement at Boeing Field/King County International Airport to the City of Seattle in the City of Seattle.

WHEREAS, the City of Seattle has applied for the right to construct, operate and maintain a sanitary sewer system, together with all necessary or reasonable appurtenances over, through, under, across and upon a portion of Boeing Field/King County International Airport and more particularly described herein, and

WHEREAS, pursuant to RCW 14.08.120, the King County council finds said portion of Boeing Field/King County International Airport is not required for aircraft landings, aircraft takeoff or related aeronautical purposes, and

WHEREAS, the construction of the sewer system is necessitated by the failure of an existing septic system on nearby property, and

WHEREAS, investigation reveals that it is appropriate to grant a permanent easement for the operation and maintenance of this sewer system in consideration of the payment of \$800;

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

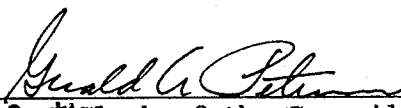
The county executive is hereby authorized to sign and deliver to the City of Seattle the necessary documents granting the City, for sanitary sewer purposes only, a permanent utility easement substantially in the form of the attached Exhibit A which by this reference is incorporated herein as if set forth in full.

PASSED this 7<sup>th</sup> day of August, 1989.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

  
Chair

ATTEST:

  
Deputy Clerk of the Council

PERMANENT  
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 THE CITY OF SEATTLE, hereinafter termed the Grantee.

WITNESSETH:

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

Beginning at the monument at the intersection of the center lines of South Corgiat Drive and Airport Way South;  
thence South 38°46'19" East along the center line of Airport way South 545.66 feet;  
thence South 50°58'58" West 30.00 feet to the Southwesterly margin of Airport Way South;  
thence South 38°46'19" East along said Southwesterly margin 15.00 feet to the True Point of Beginning;  
thence South 50°58'58" West 41.00 feet;  
thence South 38°46'19" East 6.98 feet;  
thence North 51°13'25" East 41.00 feet to the Southwesterly margin of Airport Way South;  
thence North 38°46'19" West along said Southwesterly margin 7.15 feet to the True Point of Beginning.

In the event that King County relocates Perimeter Road over the easement herein granted, the City agrees to adjust the elevation of the manholes, lowering a maximum of four inches, or raising a maximum of 12 inches, upon the written request by King County. Said adjusted manhole and the sewer pipe shall be capable of carrying H2O vehicular loading.

Purpose: The Grantee shall have the right to construct, install, reconstruct, alter, operate, maintain, repair and remove its sewer lift station under and upon the easement area, together with all necessary or reasonable appurtenances thereto.

*22/72 6-5-89*

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\_\_.

GRANTEE: THE CITY OF SEATTLE

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 \_\_\_\_\_

July 24, 1989

eas2.1

RW #8816-5

## EASEMENT

THIS EASEMENT granted this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by KING COUNTY, a political subdivision of the State of Washington, Grantor, to THE CITY OF SEATTLE, a municipal corporation of the State of Washington, hereinafter called the City, Grantee.

WITNESSETH: Grantor, for and in consideration of the sum of EIGHT HUNDRED and NO/100 (\$800.00), receipt of which is hereby acknowledged, and the covenants and promises of the City hereinafter set forth, hereby conveys and warrants to said City an easement for a sanitary sewer with necessary appurtenances over, under, through, across and upon the following described property in Seattle, King County, Washington:

Beginning at the monument at the intersection of the center lines of South Corgiat Drive and Airport Way South;  
 thence South 38°46'19" East along the center line of Airport Way South 545.66 feet;  
 thence South 50°58'58" West 30.00 feet to the southwesterly margin of Airport Way South;  
 thence South 38°46'19" East along said southwesterly margin 15.00 feet to the True Point of Beginning;  
 thence South 50°58'58" West 41.00 feet;  
 thence South 38°46'19" East 6.98 feet;  
 thence North 51°13'25" East 41.00 feet to the southwesterly margin of Airport Way South;  
 thence North 38°46'19" West along said southwesterly margin 7.15 feet to the True Point of Beginning.

Together with a temporary easement over, under, through, across and upon the following described property in Seattle, King County, Washington:

Beginning at the monument at the intersection of the center lines of South Corgiat Drive and Airport Way South;  
 thence South 38°46'19" East along the center line of Airport Way South 545.66 feet;  
 thence South 50°58'58" West 30.00 feet to the southwesterly margin of Airport Way South;  
 thence South 38°46'19" East along said southwesterly margin 22.15 feet to the True Point of Beginning;  
 thence continuing South 38°46'19" East along said southwesterly margin 17.85 feet;  
 thence South 50°58'58" West 55.00 feet;  
 thence North 38°46'19" West 25.00 feet;  
 thence North 50°58'58" East 14.00 feet;  
 thence South 38°46'19" East 6.98 feet;  
 thence North 51°13'25" East 41.00 feet to the southwesterly margin of Airport Way South and the True Point of Beginning.

for use during the construction of a sanitary sewer and necessary appurtenances.

The temporary easement is to be in full force and effect until the proposed sanitary sewer is constructed and accepted as complete by the City, and shall terminate without any action required upon the part of the Grantor, its successors and assigns, three years from the date of this instrument, whichever event occurs first.

LEGAL DESCRIPTION  
 [Signature]  
 [Initials]

July 24, 1989

In the event that Grantor constructs a perimeter road over the easement herein granted, the City agrees to adjust the elevation of the manholes, lowering them a maximum of 4 inches, or raising them a maximum of 12 inches, upon the written request by Grantor. Said adjusted manhole, and the sewer pipe shall be designed to carry H2O vehicular loading.

Should the City elect to perform significant renovation of existing facilities located within an adjacement easement area (recorded under Auditor's File No. 5212110), the City agrees to evaluate relocation, upon request of Grantor and at Grantor's sole expense, to accommodate the location of a proposed perimeter road; and to relocate or modify said facilities pursuant to the County's request if there is no increase in cost or detriment to the City. Grantor reserves the right to fund the cost difference should there be an increase to the City.

The easements shall include only such rights in the lands above described as shall be necessary for the construction, reconstruction, alteration, operation, maintenance and repair of said sanitary sewer and appurtenances. The Grantor, its successors and assigns, shall have the right to use said easement areas in any way and for any purpose not inconsistent with the rights herein granted. The City shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said easement areas for the purposes herein described, without incurring any legal obligation or liability therefor. Such work shall be accomplished by the City in such a manner that any private improvements existing in said easement areas shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed they shall be replaced in as good condition as they were immediately before the easement areas were entered upon by the City. No building or buildings or other permanent structures shall be constructed or permitted to remain within the boundaries of said easement areas without written permission of the Director of Engineering or any other officer or board who may hereafter succeed to the jurisdiction and powers in respect to said sanitary sewer now possessed by the Director of Engineering.

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.

THE covenants herein contained shall run with the land and shall be binding on the parties, their successors and assigns forever.

COUNTY OF KING  
TIM HILL, KING COUNTY EXECUTIVE

BY \_\_\_\_\_

APPROVED AS TO FORM  
Bradley J. Hill  
Deputy Prosecuting Attorney  
7/25/89  
Date

July 24, 1989

7638

STATE OF WASHINGTON)  
                              )ss.  
COUNTY OF KING       )

I certify that I know or have satisfactory evidence 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 such party for the uses and purposes mentioned in the instrument.

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

NOTARY PUBLIC for the State of

\_\_\_\_\_

residing at \_\_\_\_\_.

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

DK7:30

APPENDIX "A"

Additional terms and conditions applicable to the attached utility easement granted by King County to The City of Seattle.

1. PERMIT REQUIRED

Before the initial construction is performed under this agreement, Grantee must obtain a right of way construction permit or a utility use permit from the Grantor's 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, but no additional fees or payments of any kind will be required of Grantee.

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 and Grantee 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. EMERGENCY SITUATIONS

In the event of an emergency which causes actual or imminent threat of damage to Grantor's property, the Grantee will take immediate steps to perform any necessary repairs. If the Grantee fails to perform such necessary repairs, the Grantor may do necessary emergency repairs at the sole cost and expense of Grantee.

4. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless the Grantor from damages proximately caused by the negligence of the Grantee arising in connection with Grantee's use of Grantor's property under this easement, pursuant to RCW 4.24.115.

5. NON-EXCLUSIVE EASEMENT

This easement is not exclusive. It does not prohibit Grantor from granting other non-conflicting easements for other public or private purposes in, under, over and across the easement area.

6. JURISDICTION

This easement is not a warranty of title or title of interest in County property. It is intended to convey limited rights and interests only for the construction, operation, maintenance and repair of Grantee's facilities and appurtenances on County property.

7. RESERVATIONS

Grantor reserves to itself, its 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 non-conflicting facilities and structures on the easement area.

APPENDIX "A" (continued)

8. 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.

9. TERMINATION AND ABANDONMENT

In the event that the Grantee abandons or discontinues the use of its sanitary sewer and related structures under this easement, the Grantee agrees to relinquish this easement.