

September 17, 1992

INTRODUCED BY PAUL BARDEN

CLT:jl

PROPOSED NO. 92-752

MOTION NO. 8815

A MOTION authorizing the Executive to grant a utility easement for a sanitary sewer main to the City of Kent in Council District No. 9.

WHEREAS, under King County Code 4.56.010, the King County council may authorize the King County executive to grant an easement through county property, and

WHEREAS, the Kent School District, through the City of Kent, has requested a sanitary sewer easement across Tract "A," Plat of Kent Ridge Estates, Division 3 in Council District Number 9 to serve Pine Tree Elementary School, and

WHEREAS, the real property division finds that the granting of this utility easement will not interfere with the use of this property, and that the rights requested by the City of Kent are surplus to the county's foreseeable needs, and

WHEREAS, Six Thousand Four Hundred and Ninety-one Dollars in financial consideration, a portion of which has already been received, shall be assigned to the current expense fund, and

WHEREAS, the King County council finds that granting this easement would be in the best interests of the citizens of King County;

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

The county executive is authorized to grant a 20-foot wide utility easement for a sanitary sewer main and all necessary appurtenances, substantially in the form of the attached Exhibit "A," for the following described property:

That portion of Kent Ridge Estates Division III, located in that portion of the NW 1/4 of Section 33, Township 22 North, Range 5 East, W. M., situated in King County, Washington, being more particularly described as follows:

Commencing at the southwest corner of said Tract "A"; thence East along the South line of said Tract "A," being also the North line of Tract X of Kent Ridge Estates, Division No. 5, according to the plat thereof, recorded in Volume 131 of Plats, Pages 59 through 62, records of King County, Washington, a distance of 148.87 feet to the True Point of Beginning; thence North 59° 00' 22" West, a distance of 67.97 feet; thence continuing along said centerline North 15° 28' 11" West, a distance of 241.79 feet to the Northerly margin of said Tract "A" and the terminus of this described centerline. Situate in County of King, State of Washington.

PASSED this 19th day of October, 1992

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Cudrey L. Huges
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

EXHIBIT A

UTILITY EASEMENT

THIS INDENTURE made this _____ day of _____, 19_____, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and **The City of Kent, a municipal corporation of the State of Washington**, hereinafter called the Grantee.

W I T N E S S E T H

WHEREAS, the Grantor herein is the owner of that certain parcel of land described as follows:

Tract A of Kent Ridge Estates Division III, located in that portion of the Northwest 1/4 of Section 33, Township 22 North, Range 5 East, W. M.; situate in King County, Washington.

The said Grantor, for and in consideration of Three Thousand Four Hundred Dollars (\$3,400.00), receipt whereof is hereby acknowledged, does by these presents grant unto the said Grantee, its successors and assigns, an easement 20 feet in width for a sanitary sewer and appurtenances over, through, across, and under the property herein described, situated in King County, Washington, being more particularly described as follows:

Commencing at the southwest corner of said Tract "A"; thence east along the south line of said Tract "A," being also the north line of Tract X of Kent Ridge Estates, Division No. 5, according to the plat thereof, recorded in Volume 131 of Plats, Pages 59 through 62, records of King County, Washington, a distance of 148.87 feet to the True Point of Beginning; thence North 59° 00' 22" West, a distance of 67.97 feet; thence continuing along said centerline North 15° 28' 11" West, a distance of 241.79 feet to the Northerly margin of said Tract "A" and the terminus of this described centerline. Situate in the County of King, State of Washington.

Purpose: The Grantee, its successors and assigns, shall have the rights to enter upon said property for the purpose of constructing, maintaining, and repairing said lines and appurtenances. This easement will serve the Kent School District's Pine Tree Elementary School.

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

DATED this _____ day of _____, 19_____.

GRANTEE: CITY OF KENT

GRANTOR: KING COUNTY,
WASHINGTON

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

UTILITY EASEMENT

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day _____ of _____, 19_____,
before me personally appeared _____
and _____
to me known to be the _____
and _____ of the
corporation that executed the foregoing instrument, and acknowledged
said instrument to be the free and voluntary act and deed of said
corporation for the uses and purposes therein mentioned, and on oath
stated that _____ authorized to execute said instrument,
and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above
written.

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

My commission expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

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 _____ signed the same as the free and voluntary act and
deed of King County, and that _____ 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: _____
My commission expires: _____

APPROVED AS TO FORM:

BY  _____
Deputy Prosecuting Attorney

DATE 9.10.92

APPENDIX "A"

Terms and conditions applicable to the easement granted by King County.

1. PERMIT REQUIRED. Before any work is performed under this agreement, except for emergency repairs of a sewer break or leak, the 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 for the proposed project, including details of landscaping, and comply with any and all other provisions as more specifically set forth in the permit application. In the case of emergency repairs, the Grantee must contact the Grantor by the next working day to obtain a permit.
2. RESTORATION AFTER INSTALLATION. After any construction by the Grantee involving the use of the 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.
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 the Grantee.
5. ASSESSMENTS. Grantor and its property shall not be subjected to any charge, assessment, or expense resulting from Grantee's 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 after the granting of this easement, Grantee will pay Grantor, as additional compensation for rights granted by this document, the amount of the charge, assessment, or expense paid by the Grantor.
6. INDEMNITY AND HOLD HARMLESS. The Grantee agrees to indemnify, defend and hold harmless King County, its appointed and elected officials, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, for injuries or death to persons, or damage to property, which is caused by or arises out of Grantee's exercise of rights and privileges granted by this easement, provided however, that:
 - (A) Grantee's obligation to indemnify, defend and hold harmless shall not extend to injuries, death, or damages caused by or resulting from the sole negligence of King County, its appointed and elected officials, agents or employees; and
 - (B) Grantee's obligation to indemnify, defend and hold harmless for injuries, death, or damage caused by or resulting from the concurrent negligence of both parties shall apply only to the extent of the Grantee's negligence.

With respect to this easement and as to claims against King County, its elected and appointed officials, agents, or employees, the Grantee agrees to waive the Grantee's immunity under industrial insurance, Title 51 RCW, for any injury or death suffered by Grantee's employees which is caused by or arises out of Grantee's exercise of rights and privileges granted by this easement agreement.

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 the Grantor to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the Grantor to the full extent of Grantee's negligence.

7. NON-EXCLUSIVE EASEMENT. This easement is not exclusive. It does not prohibit the Grantor from granting other easements in and to the easement area, provided that such easement rights shall not substantially interfere with the easement rights granted herein.
8. JURISDICTION. This easement is not a warranty of title or title of interest in the Grantor's 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 property in which the Grantor has an actual interest.

This easement does not affect the Grantor's jurisdiction over any property covered by this easement.

This easement does not deprive the Grantor of any powers, rights, or privileges it now has or may later acquire to regulate the use of and to control the 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 in the easement area for any purpose not inconsistent with the easement rights granted herein. However, there shall not be built or maintained over, across, or upon the easement area any facility or structure which would materially interfere with the operation and maintenance of the sewer line.
10. REMOVAL OR RELOCATION OF FACILITIES. In the event of any development by the Grantor which includes the use of the property encumbered by this easement, the Grantee shall upon written request of the Grantor relocate or remove Grantee's facilities at its own expense. Such relocation or removal shall be accomplished within 90 days of the date that the request is received.
11. EMINENT DOMAIN. This easement and limited rights and interest for the construction, operation, maintenance, and repair of Grantee's facilities and appurtenances are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by King County, the value to be attributed to all the rights granted under this easement shall not exceed the actual amount paid to the Grantor in consideration of the granting of this easement.
12. TERMINATION AND ABANDONMENT. In the event that the Grantee abandons 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 or revoked for cause, or abandoned 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 180 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. The 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.