

February 2, 1994  
weowna/jl

Introduced by: Laing

Proposed No.: 93-930

MOTION NO. 9232

A MOTION authorizing the executive to grant an easement to Ralph Muise for ingress, egress and utilities to serve his private property in Council District 11.

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

WHEREAS, King County acquired Weowna Park on February 3, 1970, from a number of private property owners who had undivided interest in that portion of an unrecorded plat designated as Weowna Beach Community Park, and

WHEREAS, Mrs. Wesley B. Moore, Mr. and Mrs. Clark B. Elster and Mr. and Mrs. Dennis Rounsavelle were successive owners of the south half of Lots 14, 15 and 16 of Weowna Beach Community Park prior to the Muisés' purchase of their property, and

WHEREAS, in 1967, the Moores and Elsters constructed a private road through a portion of what is now Weowna Beach Park, which has been continuously used to provide exclusive access to a residence at 16829 Southeast 9th Street, and

WHEREAS, the Elsters short platted their property into four lots, with legal access from West Lake Sammamish Parkway via Tract X private road, and

WHEREAS, in 1987, Mr. and Mrs. Ralph Muise purchased Lot 1 of Short Plat 677005, Auditor's File No. 7807050769, and

WHEREAS, while the Muisés have legal access to their property from Tract X, vehicular access from Tract X is physically impossible due to the steep slope of the Muisés' property, and

WHEREAS, the only viable access to this property is from Weowna Beach Park, and

WHEREAS, for consideration of this easement, the grantee will pay \$7,595 in compensation, and

1 WHEREAS, the King County parks division has requested,  
2 reviewed and approved this easement, and

3 WHEREAS, the King County prosecuting attorney's office has  
4 approved the easement as to form, and

5 WHEREAS, the Metropolitan King County council finds that  
6 the granting of this easement would not interfere with the use  
7 of the property for park purposes, and that the area of the  
8 easement is surplus to the county's present and foreseeable  
9 needs;

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

11 The county executive is hereby authorized to execute an  
12 access easement for ingress, egress and utilities,  
13 substantially in the form of Attachment A, in favor of Ralph  
14 Muise in Council District No. 11.

15 PASSED this 14<sup>th</sup> day of February, 1974.

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17

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

18  
19

Kent Pullen  
Chair

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ATTEST:

21  
22

Gerald A. Peterson  
Clerk of the Council

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24  
25

Attachments:  
A. Access Easement  
B. Map

Passed by a vote of 12 to 0.

ACCESS EASEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and Ralph Muise, hereinafter called the Grantee.

WITNESSETH

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

Weona Beach Park: Located in the West 1/2 of the East 1/2 of the West 1/2 of Section 1, Township 24 North, Range 5 East, W. M., situated in King County, Washington; and

The said Grantor, for and consideration of Seven Thousand Five Hundred Ninety-Five (\$7,595.00) Dollars, receipt of which is hereby acknowledged, do by these presents grant unto said Grantee, his or her heirs, successors and assigns, an access easement for ingress, egress, and utilities over, through, across, and under the property hereinafter described, situated in King County, Washington, being more particularly described as follows:

An easement 20 feet in width for road purposes over and across the West 715 feet of Government Lot 1 in Section 1, Township 24 North, Range 5 East, W. M., King County, Washington, and being 10 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Government Lot 1; thence South 01' 51' 50" West along the West line of said Government Lot 1, a distance of 10.50 feet to the point of beginning of said centerline; thence South 88' 35' 38" East a distance of 152.06 feet; thence South 52' 15' 23" East a distance of 171.31 feet; thence South 32' 20' 23" East a distance of 143.07 feet; thence South 57' 23' 15" East, a distance of 162.12 feet; thence South 38' 58' 45" East, a distance of 256.66 feet; thence South 03' 37' 15" West, a distance of 148.00 feet; thence South 60' 26' 45" East, a distance of 45.62 feet, more or less, to the East line of said West 715 feet of Government Lot 1, and the terminus of said centerline.

Purpose: To provide easement access to property known as Lot 1 of S-677005, Auditor's File No. 7807050769, under the following terms and conditions described in attached Appendix "A."

GRANTOR: KING COUNTY, WASHINGTON

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF WASHINGTON      )  
  ) ss  
COUNTY OF KING            )

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

signed this instrument on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged to 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: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

APPROVED AS TO FORM:

BY: Ralph Muise

DATE: 11/15/93

## 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 Property Services Division. Without the appropriate permit, the Grantee shall not perform improvement in the boundary of the easement or park.
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, or other governing body, 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. **ASSESSMENTS.** Grantor and its property shall not be subjected to any charge, assessment, or expense resulting from Grantee's easement excepting those agreed upon 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 charge, assessment, or expense paid by the Grantor.
5. **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) The duty to promptly accept tender of defense and provide defense to the County at the Grantee's own expense.
  - (b) Indemnification of claims made by the Grantee's own employees or agents.

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.

6. **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.
7. **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.

8. **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.
9. **REMOVAL OR RELOCATION OF FACILITIES.** In the event of any development by King County, or its successor, which includes use of the property encumbered by this easement, the Grantee shall upon written request of King County, or its successor, relocate any or all road improvements to a reasonable alternative location approved by King County or its successor(s). The expense for relocation shall be shared by both Grantee and Grantor equally, and shall be consistent with the standard shown in the attached Exhibit "A."

10. **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.
11. **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.
12. **ASSIGNMENT.** Except as may be executed pursuant to a sale of the property and assignment to the new owner of the property, 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 heirs, successors and assigns of the Grantee, and all privileges and obligations of the Grantee apply to its heirs, successors and assigns as if they were specifically mentioned wherever the Grantee is mentioned.
13. **MAINTENANCE/CONDITION OF PROPERTY.** The Grantee acknowledges that King County does not routinely maintain the road within this easement, and nothing herein shall obligate King County to maintain the road unless specifically set forth in this easement. The cost of such maintenance as may be mutually agreed upon between King County and Grantee shall be shared equally. Grantee acknowledges that the condition of the road and the access provided over the road is primitive and the road which preexisted King County's ownership of the Wewona Beach Park does not meet County road standards, and that King County is making no representations or warranties, express or implied, about the condition of the property including any warranty of merchantability or fitness for a particular purpose. Grantee accepts this easement and the property described herein "AS IS, WHERE IS."
14. **LIABILITY INSURANCE.** Grantee shall maintain a policy of homeowner's insurance, which covers use of the access road in an amount not less than \$500,000 per occurrence. If at any time the Grantee does not maintain such insurance, the easement will terminate if insurance in the required amount is not obtained within 15 days of King County's notification by the insurance issuer.
15. **ACCESS CONTROLS.** The Grantee shall be responsible for keeping the access gate locked at all times, unless King County, or other governing body, make other arrangements approved by both parties.
16. **OTHER APPLICABLE LAWS.** Grantee will comply with all federal, state, and local laws; and, will assume all costs, expenses, and responsibility in connection with compliance without any liability on the part of the Grantor.

## EXHIBIT "A"

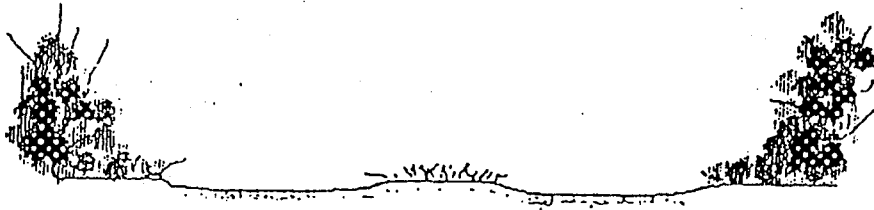
## WEONA PARK ACCESS ROAD - CROSS SECTIONAL VIEW

## MUISE ACCESS EASEMENT

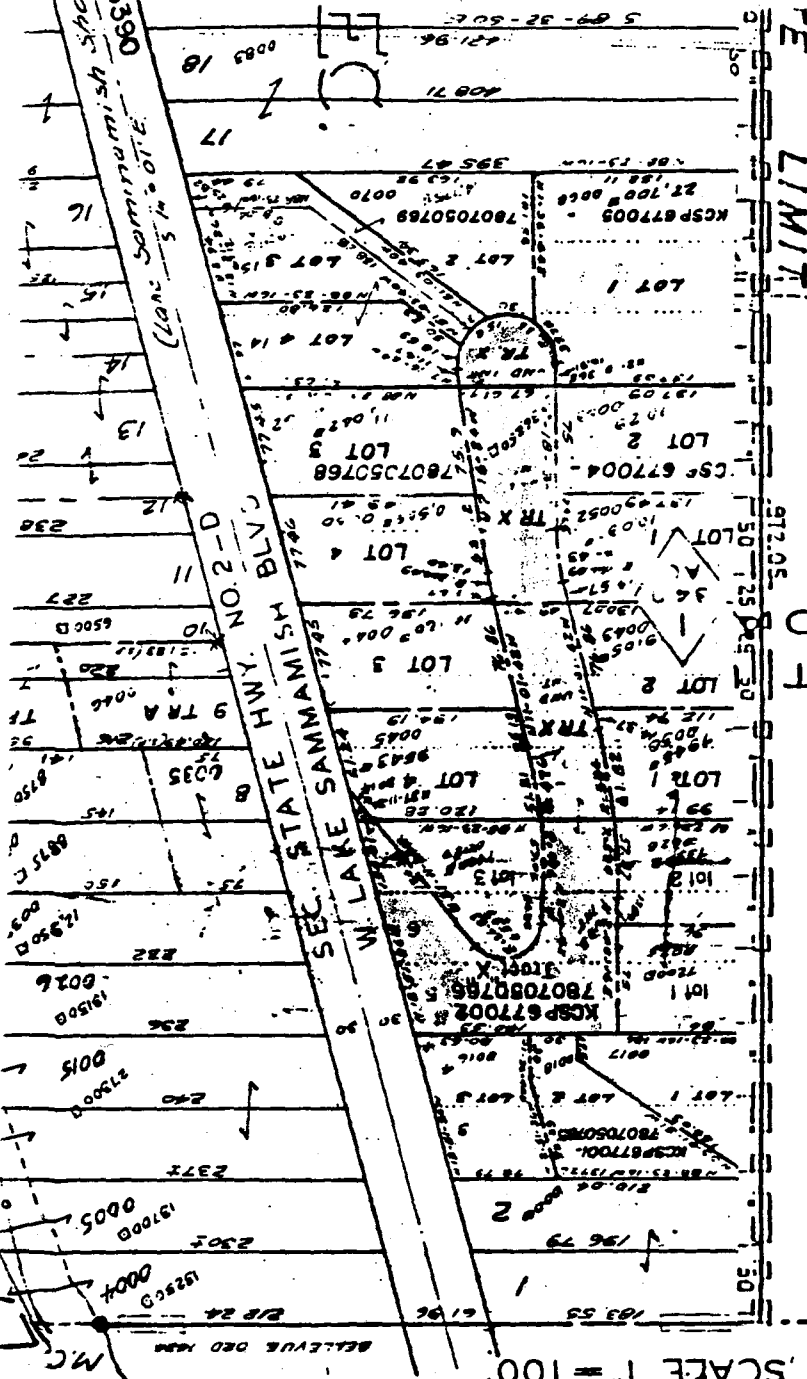
Parks Division does not provide routine maintenance or grading of road.

General Description of Access Road:

1. Road appears to have shallow, spotty, 5/8 minus gravel base.
2. Road is approximately 9 feet wide from outside edge of tire tracks with occasional wide spots of an additional 3 to 4 feet.
3. Majority of the road has center grass area between tire tracks.
4. Vegetation in the middle and sides of the road does not receive routine maintenance by Division.



9 23 2



NW 1-24-5



SCALE 1" = 100'

GOVT

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SEES THAT IS FOR THE PURPOSES OF  
 ASSOCIATED IN LOCATING WORK  
 FROM THE STATE OF WASHINGTON  
 TO THE LAND AND RECORDS

W. 35-25-5

KING COUNTY ASSESSOR

