

Revised
March 8, 1996

Introduced By:

MAGGI FMIA

bt

Proposed No.:

96-221

MOTION NO. **9840**

1
2 A MOTION authorizing the executive to grant an access
3 easement to Kolstad, Inc. for ingress, egress and utilities to serve
4 private property in Council District No. 1.

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7 WHEREAS, under Section 11 of King County Ordinance No. 12045 the King County
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9 council may authorize the conveyance of an easement across county property, and

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11 WHEREAS, King County is the owner of a portion of the Burke Gilman Trail right-
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13 of-way known as the "Missing Link" which establishes a recreational trail connection between
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15 Kenmore and Woodinville, and

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17 WHEREAS, an Agreed Decree of Appropriation was entered in King County
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19 Superior Court under Cause No. 87-2-13154-8 in which King County was directed to grant
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21 certain easement rights benefiting the Kolstad property, and

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23 WHEREAS, although the action by King County Superior Court ordered King
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25 County to convey easements to the property owners landlocked by the acquisition of the
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27 "Missing Link" recreational trail right-of-way, the county council must authorize the
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29 executive to convey an easement to Kolstad, Inc., and

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31 WHEREAS, the only viable access to the Kolstad property is across the Burke
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33 Gilman Trail from Bothel Way N.E., and

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35 WHEREAS, the easement is designed to connect with Tract A an undivided interest
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37 access tract approximately 25 to 30 feet in width, that provides a common access point to
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39 several property owners in the vicinity, and

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41 WHEREAS, King County, department of parks and cultural resources has requested,
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43 reviewed and approved the easement, and

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

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49 WHEREAS, the King County council finds that the granting of this easement would
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51 not interfere with the use of the property for park purposes;

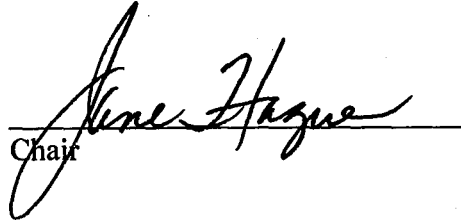
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NOW, THEREFORE BE IT MOVED by the Council of King County:


The county executive is authorized to execute an access easement for ingress, egress and utilities, substantially in the form of Attachment A, in favor of Kolstad, Inc., a Washington Corporation, in Council District No. 1.

PASSED by a vote of 13 to 0 this 22nd day of April, 1996.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


Clerk of the Council

Attachments:
1. Easement to Kolstad

ACCESS EASEMENT

9840

THIS AGREEMENT made this _____ day of _____, 19_____, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and KOLSTAD, INC., a Washington Corporation, hereinafter called the Grantee.

WITNESSETH

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

Burke Gilman Trail Right of Way: That portion of the trail right of way located in the Northeast 1/4 of the Southwest 1/4 of Section 7, Township 26 North, Range 5 East, W. M., situated in King County, Washington; and

WHEREAS, an Agreed Decree of Appropriation ("Decree") was entered in the King County Superior Court under King County Cause No. 87-2-13154-8 in which the Grantor was directed to grant certain easement rights benefiting Grantee's property; and

WHEREAS, Grantee is the owner of certain adjacent real property located in King County, Washington, and legally described as follows:

PARCEL A: That portion of the Northeast 1/4 of the Southwest 1/4 of Section 7, Township 26 North, Range 5 East, W. M., King County, Washington, lying southerly of the right of way of the Northern Pacific Railway Company 1, and northerly of the middle of the channel of the Sammamish River; EXCEPT the West 766.24 feet thereof, AND TOGETHER with an easement for road purposes over a strip of land 25 feet in width adjoining said premises on the west.

PARCEL B: The South 1/2 of said Railway Right of Way lying adjacent to Parcel "A" described as follows:

Beginning at the northwest corner of Parcel "A"; thence North 10° 13' 51" East 50.00 feet; thence Southeasterly along an arc of a 1627.72 foot radius curve to the right, a distance of 515.20 feet (the long chord bearing South 18° 08' 06" East 259.77 feet), also being the centerline of said Railway Right of Way; thence South 28° 21' 57" West 50.00 feet; thence Northwest and parallel to the centerline of said Railway Right of Way along an arc of a 1577.72 foot radius curve to the left, a distance of 499.37 feet (the long chord bearing North 18° 08' 06" West 251.79 feet) to the point of beginning.

WHEREAS, Grantor desires to comply with the Decree and grant the rights described herein for the benefit of Grantee's property;

NOW, THEREFORE in consideration of mutual promises contained herein, do grant unto said Grantee, his or her heirs, successors and assigns, a perpetual, non-exclusive access easement through, across, and under the property hereinafter described, situated in King County, Washington, being more particularly described as follows:

That portion of the King County Burke-Gilman Trail Right of Way in Section 7, Township 26 North, Range 5 East, W. M., lying within a strip of land 20 feet in width, 10 feet on each side of the following described centerline:

Beginning at a point on the right of way line common to Northeast Bothell Way and the Burke-Gilman Trail that lies North 5° 37' 14" East 1764.96 feet along the north-south centerline of said Section 7, and North 85° 43' 34" West 822.52 feet from the South quarter corner of said Section 7, and through which point a radial line bears South 58° 49' 27" West; then southeasterly and easterly along a curve concave to the northeast having a radius of 30.56 feet through a central angle of 49° 52' 38" an arc distance of 26.60 feet; thence South 81° 03' 11" East 178.96 feet to a point of tangent curve concave to the southwest having a radius of 100.38 feet; thence along said curve through a central angle of 21° 44' 13" an arc distance of 38.08 feet; thence South 59° 18' 58" East 52.23 feet to a point of tangent curve concave to the southwest having a radius of 137.68 feet; thence along said curve through a central angle of 37° 07' 27" an arc distance of 89.21 feet to a point of reverse curve concave to the northeast having a radius of 83.88 feet; thence along said curve through a central angle of 27° 32' 53" an arc distance of 40.33 feet to the terminus of said centerline.

Purpose: To provide, (a) vehicular and pedestrian ingress and egress to Grantee's property; (b) maintenance, repair, resurfacing, and use of a paved roadway extending from Bothell Way to Grantee's property; (c) maintenance, repair installation, operation, and use of the above and under ground utilities to Grantee's property.

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 Access Agreement.

DATED this _____ day of _____, 19____.

GRANTEE: KOLSTAD, INC.

GRANTOR: KING COUNTY, WASHINGTON

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

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 appointment expires: _____


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: 

DATE: 10-18-95

APPENDIX "A"

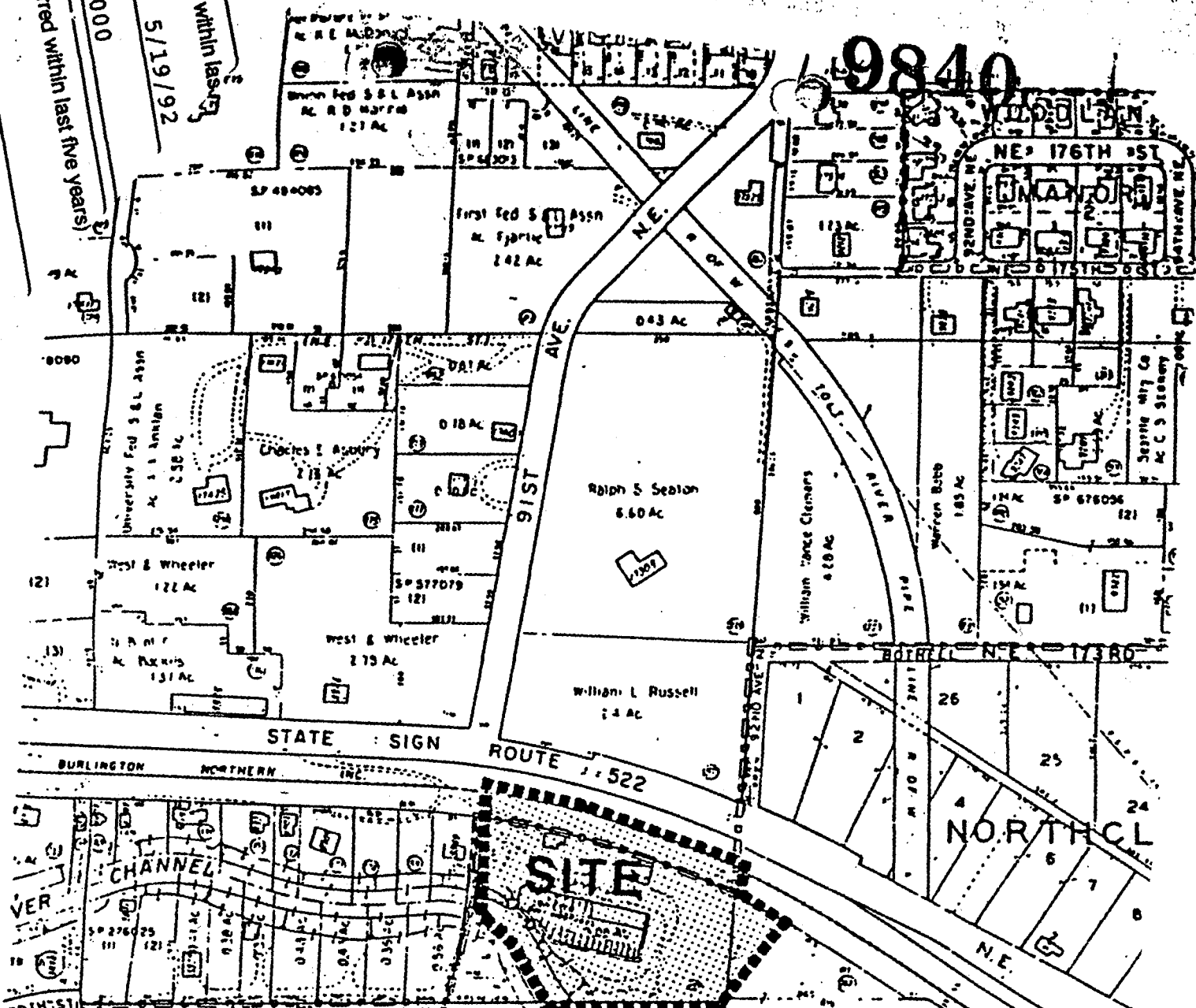
Terms and conditions applicable to the easement granted by King County.

1. **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.
2. **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.
3. **INDEMNITY AND HOLD HARMLESS.** Each party shall protect, defend, indemnify and save harmless the other party, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages arising out of or in any way resulting from each party's own negligent acts or omissions. Each party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that either Party incurs any judgement, award and/or cost arising therefrom including attorney's fees to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability.
4. **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.
5. **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.
6. **ASSIGNMENT.** 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.
7. **CONSTRUCTION OF NEW ROAD.** In the event Grantee elects to construct a new road within the easement area, said new road shall be constructed and aligned in a manner which is compatible with maximum permissible density under the zoning in place at the time of the realignment or reconstruction. If Grantee elects to construct the new road, Grantee shall construct an overpass to separate motorized traffic on the new road from the traffic on the Burke Gilman Trail over which the easement crosses. Any such reconstruction or re-alignment or other improvements made to the easement area by Grantee, shall be done with the proper authority of the Washington State Department of Transportation, and/or other applicable governmental agency and with the consent of King County, which consent shall not be unreasonably withheld. Unless otherwise agreed to in writing by Grantor and Grantee, Grantor shall not be obligated to pay any of the expense of constructing the new road.
8. **CONSTRUCTION AND/OR INSTALLATION OF UTILITIES.** The underground utilities permitted by this Agreement shall include without limitation, electricity, gas, water, telephone, sewer, storm drainage, and TV cable. In the event Grantee elects to construct or install utilities in the easement area which benefit only Grantee's property, Grantee agrees to pay all costs and expenses associated with the construction or installation of said utilities.

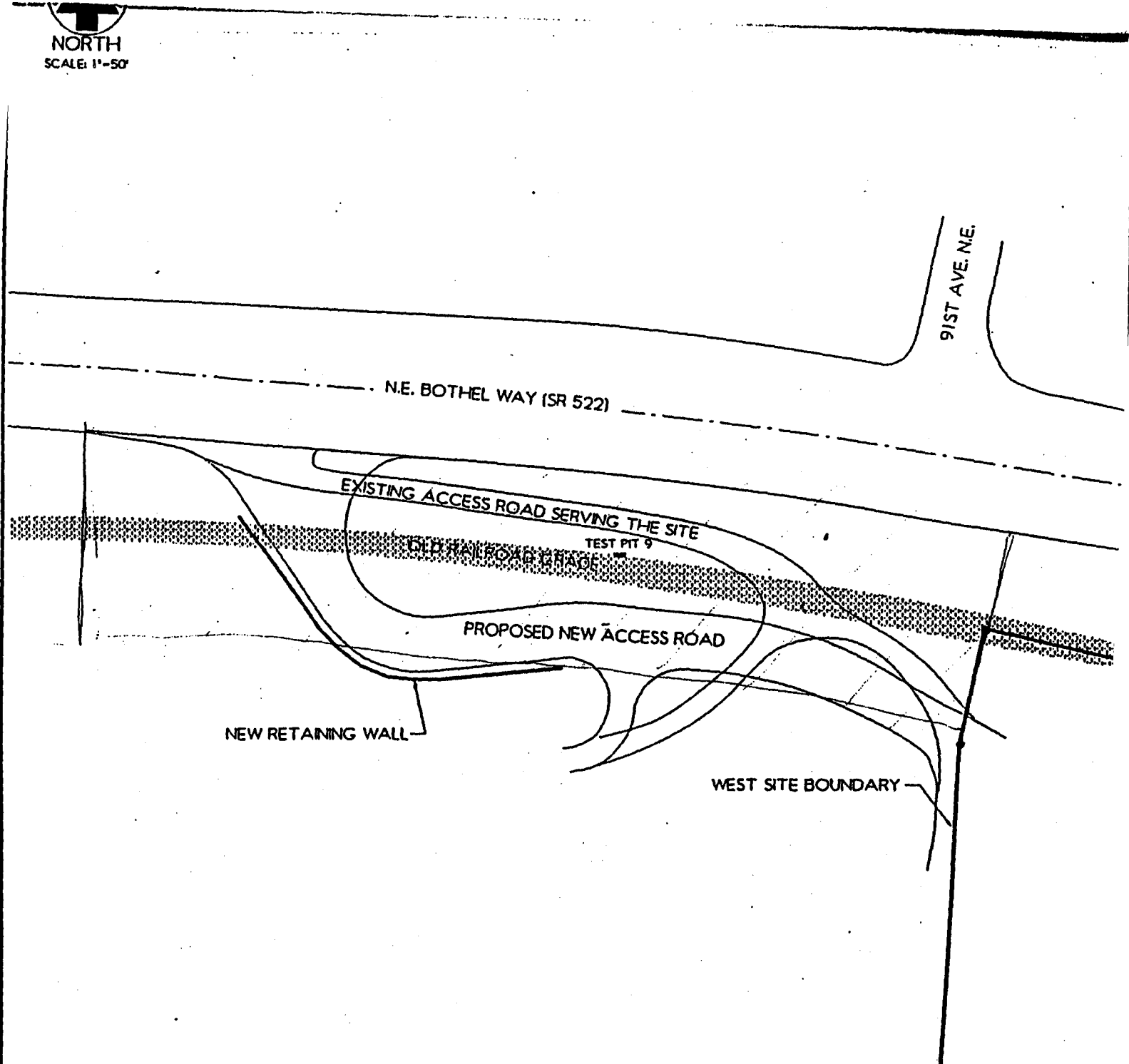
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1.000
5/19/92
1 within last 5 years
curried within last five years



9840


NORTH
SCALE: 1"=50'



GEOTECHNICAL INVESTIGATION
ACCESS ROAD SITE PLAN
RIVERS INLET MARINA
Bothel, Washington

DENNIS JOULE, P.E.
391 CRYSTAL CREEK CIRCLE
ESSAQUAH, WASHINGTON 98027
PHONE 392-1108