

March 12, 1996

Introduced By:

LOUISE MILLER

BT

Proposed No.:

96-383

MOTION NO. **9873**

A MOTION authorizing the executive to grant an easement to Craig S. and Linda M. Baker, for ingress, egress and utilities to serve private property in Council District No. 3.

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

WHEREAS, King County owns Tract C of Salish Spring and operates a drainage retention and detention facility on the tract, and

WHEREAS, Craig S. and Linda M. Baker, the owners of Montessori Children's House, have requested an easement for ingress, egress and utilities over the northeast corner of Tract C, and

WHEREAS, the Baker's obtained a conditional use permit L-93-CU011 from the department of development and environmental Services in order to increase student enrollment and to allow for the expansion of the existing school facilities, and

WHEREAS, the State Department of Transportation, in its review of the SEPA declaration for the conditional use permit, determined that the Montessorri Children's House's unpermitted direct access to Redmond-Fall City Road had to be closed and determined that the appropriate access to this school would be from 218th Avenue NE, and

WHEREAS, 218th Avenue NE is defined under the King County road standards as a neighborhood collector street, which is designed to connect two or more neighborhoods and which typically connects arterials or other neighborhood collectors, and

WHEREAS, the easement would provide safer, more suitable access to serve Montessori Children House's, and

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WHEREAS, as consideration for the easement the Bakers agreed to pay King County three thousand six hundred and seventy two dollars (\$3,672.00), and

WHEREAS, department of natural resources, surface water management division reviewed and approved the easement request on February 6, 1995 and determined that the driveway access would not adversely impact the function of the existing drainage facilities on this tract, and

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

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

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 Craig S. and Linda M. Baker, the owners of the Montessori Children's School, in the Council District No.3.

PASSED by a vote of 12 to 0 this 10th day of June, 1996.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Jane Hague
Chair

ATTEST:

Gerald A. Peterson
Clerk of the Council

Attachments:
A.Easement

ACCESS EASEMENT

THIS AGREEMENT made this _____ day of _____ 19____,
between King County, a political subdivision of the State of
Washington, hereafter called the Grantor, and Linda Baker hereafter
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 "C" of Salish Spring: Located in the Northeast 1/4 of
the Southwest 1/4 of Section 16, Township 25, Range 6.

The Grantor , for and consideration of three thousand six
hundred and seventy two dollars (3,672.00), receipt of which is
hereby acknowledge, do by these presents grants unto the Grantee,
his and her, successors and assigns, an access easement for ingress
,egress and utilities over, through, across and under the property
hereafter described, situated in King County, Washington, being
more particularly described as follows:

The southeast quarter of the northwest quarter of Section
16, Township 25 North, Range 6 East, W.M., King County, Washington,
that portion of the Tract C (Storm Drainage Easement) of Salish
Spring Subdivision as recorded under King County Recording No.
7905311068, Beginning at the northeast corner if said tract; thence
north 89-54-10 west a distance of 82:19 feet; thence south 56-54-10
east a distance of 68.78 feet; thence north 33-05-50 east a
distance of 45.00 feet to point of beginning.

Purpose: To provide access for ingress, egress and utility to property known as and described as: Lot 1 of King County Short Plat No. 677133, Recorded under auditor file number 7710280559 all being located in the northwest quarter of Section 16, Township 25 North , Range 6 East.

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 the Access Agreement.

DATED this _____ day of _____, 19__.

GRANTOR: KING COUNTY, WASHINGTON

BY: _____

TITLE: _____

DATE: _____

STATE OF WASHINGTON)

)ss

COUNTY OF KING)

On this day personally appeared before me _____ to me known to be the _____ of the _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

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

APPROVES AS TO FORM:

BY: *Robert D. Smith*

DATE: 3-14-76

NOTARY PUBLIC in and for the State of

Washington residing at _____

My appointment expires _____

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.

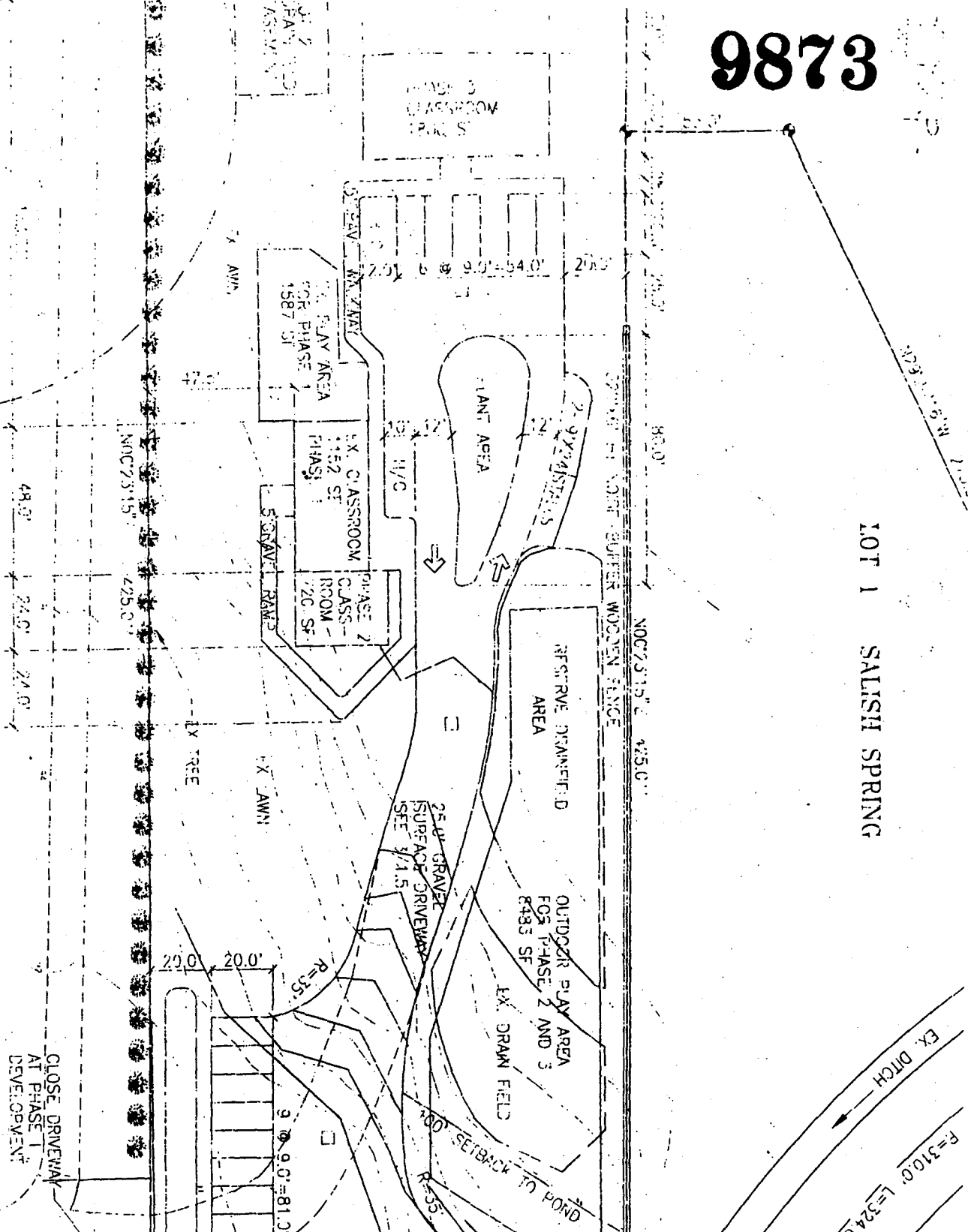
This easement does not affect King County's jurisdiction over any county property covered by this easement.

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).

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.

9873

LOT 1 SALISH SPRING



CLOSE DRIVEWAY AT PHASE 1 DEVELOPMENT