

5/11/89
CJL:tg

INTRODUCED BY BILL REAMS
PROPOSED NO. 89 - 421

ORDINANCE NO. **9033**

AN ORDINANCE to authorize the granting of an easement to American Telephone and Telegraph Company in Council District No. 3 on the Snoqualmie Valley Trail.

PREAMBLE:

In accordance with the provision of RCW 36.68.010, and K.C.C. 4.56.020, the King County Council may adopt an ordinance authorizing the King County executive to grant an easement through park property. It is proposed that American Telephone and Telegraph Company be granted an easement to lay a fiber-optic cable four feet under the ground along approximately twenty miles of the Snoqualmie Valley Trail.

The King County council finds that the construction, operation and maintenance of the cable, together with all necessary or reasonable appurtenances over, through, under, across and upon the land, will not interfere with the recreational nature of the trail. The financial consideration for the granting of this easement shall be used exclusively by King County for the development of the Trail. The King County council finds that the subsurface property rights sought for the fiber-optic cable are surplus to King County's foreseeable park needs, as well as the parcel for the regeneration building. The King County council finds that the easement may be granted in accordance with the law.

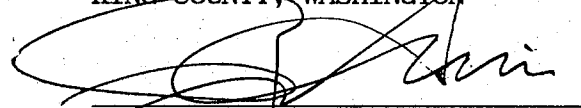
BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County council, having deemed it necessary and in the best interests of the citizens of King County, do hereby approve the easement attached hereto and the King County executive is hereby authorized to sign and deliver to AT&T any instruments necessary to complete the conveyance of this easement which is in the best interest of King County.


INTRODUCED AND READ for the first time this 30th day of M
May, 19 89.

PASSED this 10th day of July, 19 89.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Chair

ATTEST:


DEPUTY Clerk of the Council

APPROVED this 21st day of July, 19 89.


King County Executive

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June 21, 1989

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AGREEMENT TO GRANT EASEMENT

This Agreement to Grant Easement dated the _____ day of _____, 1989 is between King County, a political subdivision of the State of Washington, hereinafter termed the GRANTOR, and American Telephone and Telegraph Company, hereinafter termed the GRANTEE.

WHEREAS, King County procedures require that the King County Council pass an ordinance meeting the requirements of RCW 36.68.010 before the King County Executive is authorized to grant an easement, and

WHEREAS, the Natural Resources and Parks Division has testified that the easement is surplus for King County's intended use of the corridor;

NOW THEREFORE, the parties hereto agree as follows:

1. There shall be consideration of a payment of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) upon final execution of the attached Easement, together with GRANTEE'S funding trestle restoration on 27 trestles along the trail up to a maximum of Two Hundred Sixty Thousand and No/100 Dollars (\$260,000.00) due upon demand when the GRANTOR has accepted construction bids for decking and handrails for the trestles, and further provided that GRANTEE will provide Seventy-Five Thousand and No/100 Dollars (\$75,000), due upon demand when the GRANTOR has accepted construction bids for the work, towards the cost of grading, and installation of a culvert and fill to cross an unnamed creek located in Section 14, Township 24 North, Range 7 East, at the location of a missing trestle.

2. The GRANTOR will herein by these presents grant unto the GRANTEE, its successors and assigns, the attached non-exclusive easement over and across a strip of land having a uniform width of 10 feet, said 10 foot strip of land lying within the Snoqualmie Valley Trail, King County, Washington, and a permit for construction.

3. The GRANTOR will herein by these presents grant unto the GRANTEE, its successors and assigns, the attached exclusive easement, a 70 foot by 40 foot parcel for the placement of a 10 foot by 16 foot regenerator building with commercial electrical

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service and associated and necessary fixtures and appurtenances related thereto, within the Snoqualmie Valley Trail, King County, Washington, and a permit for construction.

GRANTEE:
AMERICAN TELEPHONE & TELEGRAPH
COMPANY

GRANTOR:
KING COUNTY, WASHINGTON

BY Francis P. Fruzzetti
Francis P. Fruzzetti

BY _____
Tim Hill
County Executive

TITLE Manager Right-of-Way

DATE May 25, 1989

DATE _____

June 21, 1989

No. _____

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 American Telephone and Telegraph Company, a New York Corporation, hereinafter termed the Grantee.

WITNESSETH:

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

NON EXCLUSIVE EASEMENT:

A 10 foot strip of land situated within a portion of the Snoqualmie Valley Trail, formerly the right-of-way of the Chicago Milwaukee and St. Paul Railway Company, generally described as follows:

Beginning at the East-West centerline of Section 6, Township 26 North, Range 7 East, Willamette Meridian, at Railroad Station 367 + 28.3 and terminating at Railroad Station 663 + 84.2 in the Southeast 1/4 of Section 19, Township 24 North, Range 8 East, Willamette Meridian.

Said description being a portion of Sections 6, 7, 31 and 32, Township 26 North, Range 7 East; Sections 12, 13, 24, 25, and 36, Township 26 North, Range 6 East;

Sections 4, 5, 9, 16, 21, 27, 28 and 34, Township 25 North, Range 7 East;

Sections 3, 4, 10, 11, 13 and 14, Township 24 North, Range 7 East;

And Sections 18 and 19, Township 24 North, Range 8 East.

EXCLUSIVE EASEMENT:

A portion of the Snoqualmie Valley Trail, formerly the right-of-way of the Chicago Milwaukee and St. Paul Railway Company, described as follows:

A 40' by 70' site in the West Half of the Southwest 1/4 of the Northwest 1/4, Section 13, Township 24 North, Range 7 East, West of the Right of Way for 356th Street Southeast contained within the North 50 feet of the Right of Way of the Snoqualmie Valley Trail.

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Said easements being more particularly described by legal descriptions to be recorded in the office of the Recorder by referencing said legal description specifically to this instrument in a "Notice of Final Description", see "Appendix C" attached hereto and made a part hereof, and by specifically referencing said Notice of Final Description to this instrument, said Notice shall by that reference be considered an appendix to and be made a part hereof.

Purpose: The Grantee shall have the right to construct, install, reconstruct, alter, operate, maintain, repair and remove its underground communication lines, conduits and manholes ("facilities") under and upon the easement area, together with all necessary or reasonable appurtenances thereto. This easement is solely for the purpose of providing American Telephone and Telegraph Company with an area for the placement of underground facilities and a regenerator building and appurtenances within the exclusive easement area.

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" and "B" attached hereto and by this reference made part of this agreement.

GRANTEE:
AMERICAN TELEPHONE & TELEGRAPH,
COMPANY, A NEW YORK CORPORATION

GRANTOR:
KING COUNTY, WASHINGTON

BY Francis P. Fruzzetti
Francis P. Fruzzetti

BY _____
Tim Hill
County Executive

TITLE Manager Right-of-Way

DATE May 25, 1989

DATE _____

June 21, 1989

STATE OF WASHINGTON)
)
COUNTY OF KING)

On this day personally appeared before me _____
_____ to me known to be the _____ County
Executive of King County, Washington, the person who signed the
above and foregoing instrument for King County for the uses an
purposes therein stated and acknowledged to me that he signed the
same as he free and voluntary act and deed of King County and that
he was so authorized to sign.

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

My commission
expires: _____

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

STATE OF WASHINGTON)
)
COUNTY OF KING)

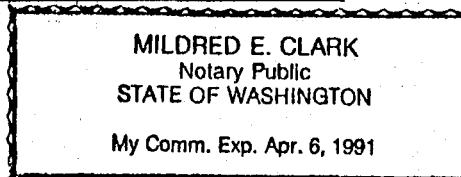
On this day ^{25th} of May, 1989, before me
personally appeared Francis P. Inzetta, to me
known to be the Manager of Right of Way A.I.T.

of the corporation that executed the within and 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 on oath stated that he WAS
authorized to execute said instrument and that the seal affixed
thereto (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my Official Seal the day and year first above written.

My commission
expires: April 6, 1989

Mildred E. Clark
NOTARY PUBLIC in and for the State
of Washington, residing at Edison
Way 98247



APPENDIX "A"

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

1. PERMITS REQUIRED

Before any work is performed under this agreement, Grantee must obtain a utility use permit from the Real Property Division. In addition, before any work is performed under this agreement, the Grantee must obtain all building, grading and environmental permits required for the project from the King County Division of Building and Land Development and/or other agencies or governments with proper jurisdiction.

2. INDEMNITY AND HOLD HARMLESS

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, to the extent of Grantee's negligence. 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.

(c) Waiver of the Grantee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties.

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, 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.

3. GRANTOR'S USE OF PROPERTY

Grantor reserves the right to use the property for any purpose not inconsistent with the Grantee's use of the property as a multipurpose, non-motorized transportation and recreation corridor.

4. 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. This requirement shall apply, 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.

5. 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.

6. TERMINATION AND ABANDONMENT

In the event that the Grantee abandons or discontinues the use of the easement for the purposes expressed in 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 for any reason, Grantee will restore the property to the condition that existed before the installation of facilities, or to a reasonable condition that is satisfactory to the Grantor.

The Grantee shall complete removal and restoration within ninety (90) days after being notified that its easement has been terminated, revoked, or abandoned.

7. RESTORATION AFTER INSTALLATION

After any construction by the Grantee involving the use of Grantor's property, unless in conflict with King County construction agreement, if any, Grantee will return the Grantor's property to its original condition or to a reasonable 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, roadways or structures.

8. OTHER APPLICABLE LAWS

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.

9. ACCESS

Grantee shall have the right of access across Grantor's property adjacent to the right of way to enable Grantee to exercise its rights hereunder, provided that Grantee shall compensate Grantor for any damage to said property caused by the exercise of said right of access.

10. CUTTING OF TREES

Grantee may only cut or trim brush and trees standing or growing within the easement as necessary for the installation of the fiber-optic cable and with prior approval from Grantor, Grantee may cut or trim trees upon Grantor's adjacent property.

11. RELOCATION

AT&T shall relocate or move the fiber optic cable at their sole expense in the event King County modifies or replaces a trestle or in the event of a natural disaster, flood, earth movement or the like. King County shall provide a mutually acceptable location at no additional costs to AT&T.

APPENDIX "B"

PROJECT DESCRIPTION

The AT&T-C fiber-optic cable enters the Snoqualmie Valley Trail right-of-way in the north at Section 6, Township 26 North, Range 7 East. This entry point is approximately 1000 feet south of the Cherry Creek Bridge and about one mile south of the Snohomish/King County line. The fiber cable leaves the right-of-way in Section 19, Township 24 North, Range 8 East at the Tokul Road bridge.

Within the intervening 20.6 miles, the fiber-optic cable will be buried in the railroad bed. This existing bed consists of approximately 1 1/8" rock in the top ballast. The top ballast appears to be 1-2 feet deep. The sub-ballast varies in depth throughout the length of the route; from 0 feet in the cut sections to 15+ feet in the wetland fill areas. The cable will be buried approximately 4-8 feet west of fill section centerline as approved by King County. The Grantee will clear the trail only as necessary to install the fiber-optic cable.

The direct bury method involves a plowtrain and insertion tool that places the cables and warning tape beneath ground in one operation. The cable will be about 4 feet deep and the tape 12-18 inches below the surface.

At grade crossings such as asphalt surfaced roads, a 4 to 5 inch galvanized iron pipe will be buried to provide protection for the cable. The actual size to be determined by field conditions.

At all trestles where there is not a waterway or wetland, the plowtrain will be able to plow up and down the side slopes and beneath the trestles will be restored, as near as practical, to pre-plow conditions by the restoration crew following the plow machine.

At farmers' roads, the plowtrain will be able to plow across the road. The road and the slope leading down to the road will be restored to pre-plow condition by the restoration crew following the plow machine.

All streams, wetlands and river crossings will be accomplished using the existing bridges and trestles. In these areas the trestle surface will have decking. The decking will provide AT&T with access to the cable route over these sensitive areas.

As stated earlier, the dry trestles will be bypassed but will be decked for access. The decking will be designed and contracted by the Grantor out of funds provided by AT&T as part of the agreement. Any missing trestles, with one exception, will be bypassed and left unrestored. The exception is an unnamed creek in Section 14, Township 24 North, Range 7 East. In the future, when funds become available, the Grantor intends to traverse the drainage by a culvert and fill utilizing existing fill from both banks of the stream. The final trail surface will be approximately one-half the depth from existing grade to flowline at the centerline of the right-of-way. The approach grades on both sides of the fill shall be graded no steeper than 5 to 1 or a 20% slope. This procedure has been discussed with the Department of Wildlife and is acceptable. The fill will also provide AT&T maintenance crews with a patrollable grade. The design for the fill will be provided by the Grantee.

A potential problem situation exists at Tokul Creek trestle. This is a long, high trestle that could be destroyed by a washout or fire. To mitigate the effect of this eventuality, AT&T will install manholes at each end of the trestle to provide accessible splice points for service restoration.

In summary, the Snoqualmie Valley Trail will provide a direct secure route from the Snohomish County line to the vicinity of Snoqualmie; a distance of about 21 miles.

APPENDIX B (continued)

The lightguide cable will be buried by plowing, except at road crossings where a 4 to 8 inch galvanized iron will be installed for protection. There will be one regenerator station required at Spring Glen Road. The building is a 10 x 16 feet and one story tall. It will be placed to provide a minimum of 15 feet between the building and the apparent centerline at the County right-of-way. Splicing will be done at splice vaults that will be buried (see attached details).

Nine detail sheets are attached which show manholes, splice vaults, marker posts, and trench cross-sections.

All of the above specified work will be submitted to King County Natural Resources and Parks for review and approval at the 75 percent completion phase of design.

The regeneration building to be located on the exclusive easement area shall not exceed 175 square feet and 10 feet in height.