

9205

ORDINANCE NO. _____

AN ORDINANCE to authorize the granting of an easement to Young Development and Construction Company in Council District No. 3 on Tract A of the Lochaven Subdivision.

PREAMBLE:

In accordance with the provisions of RCW 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 county property. It is proposed that Young Development and Construction Company be granted an easement to lay 97 feet of driscopipe and install a Gabion Outfall System through Tract A of the Lochaven Subdivision.

The King County council finds that the construction, operation, and maintenance of the drainage system, together with all necessary or reasonable appurtenances over, through, under and across, and upon the land will not interfere with the open space. The financial consideration for the granting of this easement shall be incorporated in the King County general fund. Therefore, the King County council finds that the surface and sub-surface property rights sought for the drainage system are surplus to King County's foreseeable needs.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County council, having deemed it necessary and in the best interest of the citizens of King County, do hereby approve the easement attached hereto and the King executive is hereby authorized to sign and deliver to Young Development and Construction Company, Inc. the instrument 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 6th day of November, 1989.

PASSED this 13th day of November, 1989.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON



Chairman

ATTEST:



Clerk of the Council

APPROVED this 22 day of November, 1989.


King County Executive

DRAINAGE EASEMENT

THIS INDENTURE made this _____ day of _____, 19____, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and Young Development and Construction Company, Inc., hereinafter called the Grantee.

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

Tract "A" of Lochaven Division No. 1 as recorded in Volume 91 on pages 55 through 57, records of King County, Washington located in Section 12, Township 21, Range 3

The said Grantor for and in consideration of \$1,500.00 and other valuable consideration, receipt whereof is hereby acknowledged, do by these presents grant unto the said Grantee, its successors and assigns, a right of way easement for a drainage facility over, through, across and under the property herein described, situated in King County, Washington, being more particularly described as follows:

That portion of Tract "A" of Lochaven Division No. 1 as recorded in Volume 91 on pages 55 through 57, records of King County, Washington, described as follows:

Commencing at the NW corner of said Tract "A";
thence South 88°52'34" East along the North line of said Tract "A,"
217.74 feet to the NE corner of said Tract "A";
thence South 21°03'06" East along an Easterly line of said Tract "A,"
374.86 feet to the point of beginning;
thence South 87°56'54" West, 94.00 feet;
thence South 02°03'06" East, 14.00 feet;
thence South 87°56'54" West, 22.00 feet;
thence North 02°03'06" West, 38.00 feet;
thence North 87°56'54" East, 22.00 feet;
thence South 02°03'06" East, 14.00 feet;
thence North 87°56'54" East, 90.56 feet to a point on said Easterly
line of Tract "A";
thence South 21°03'06" East, 10.58 feet to the point of beginning.

Purpose: The Grantee, its successors and assigns, shall have rights to enter upon said property for the purpose of constructing, reconstructing, maintaining, and repairing said drainage facility.

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:
YOUNG DEVELOPMENT & CONSTRUCTION
COMPANY, INC.

GRANTOR:
KING COUNTY, WASHINGTON

BY _____

BY _____
Tim Hill

TITLE _____

TITLE _____
County Executive

DATE _____

DATE _____

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

DATED this _____ day of _____, 19__.

GRANTEE: GRANTOR: KING COUNTY, WASHINGTON

BY _____ BY Tim Hill

TITLE: _____ TITLE County Executive

DATE _____ DATE _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

I certify that _____ signed this instrument on oath stated that he was authorized by the King County Executive to execute the instrument, and acknowledged 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 _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

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 he signed the same as the free and voluntary act and deed of the _____ and that he 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 _____

APPROVED AS TO FORM:

BY [Signature]
Deputy Prosecuting Attorney

DATE 10.27.89

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 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 of the proposed project including details of landscaping, and comply with any and all other provisions as more specifically set forth in the permit application.

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 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. 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 Grantee.

5. ASSESSMENTS

Grantor and its property shall not be subjected to any charge, assessment or expense or increase in charge, assessment, or expense resulting from Grantee's exercise of rights granted by this 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 or increase as a result of 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 or increase paid by the Grantor.

6. 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) Indemnification for such claims whether or not they arise from the sole negligence of either the County or the Grantee, the concurrent negligence of both parties, or the negligence of one or more third parties.

(b) The duty to promptly accept tender of defense and provide defense to the County at the Grantee's own expense.

(c) Indemnification of claims made by the Grantee's own employees or agents.

(d) 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 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.

7. NON-EXCLUSIVE EASEMENT

This easement is not exclusive. It does not prohibit King County from granting other easements for other public or private purposes in, under, over, and across any County property.

8. 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.

9. RESERVATIONS

Grantor reserves to itself, its 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 on the easement area.

10. REMOVAL OR RELOCATION OF FACILITIES

In the event of any development by King County which includes use of the property encumbered by this easement, the Grantee shall upon written request of King County 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 sent.

11. EMINENT DOMAIN

In the event of an exercise of eminent domain, whether by the Grantor or by a third party, the value of all rights in the property, including those rights granted under this easement, shall be paid to the Grantor. The Grantor shall then compensate the Grantee, its successor or assigns, for the value attributed to all of the rights granted under this easement but in no event shall the compensation amount paid to the Grantee exceed the actual amount paid to King County in consideration for 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 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 ninety (90) 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.

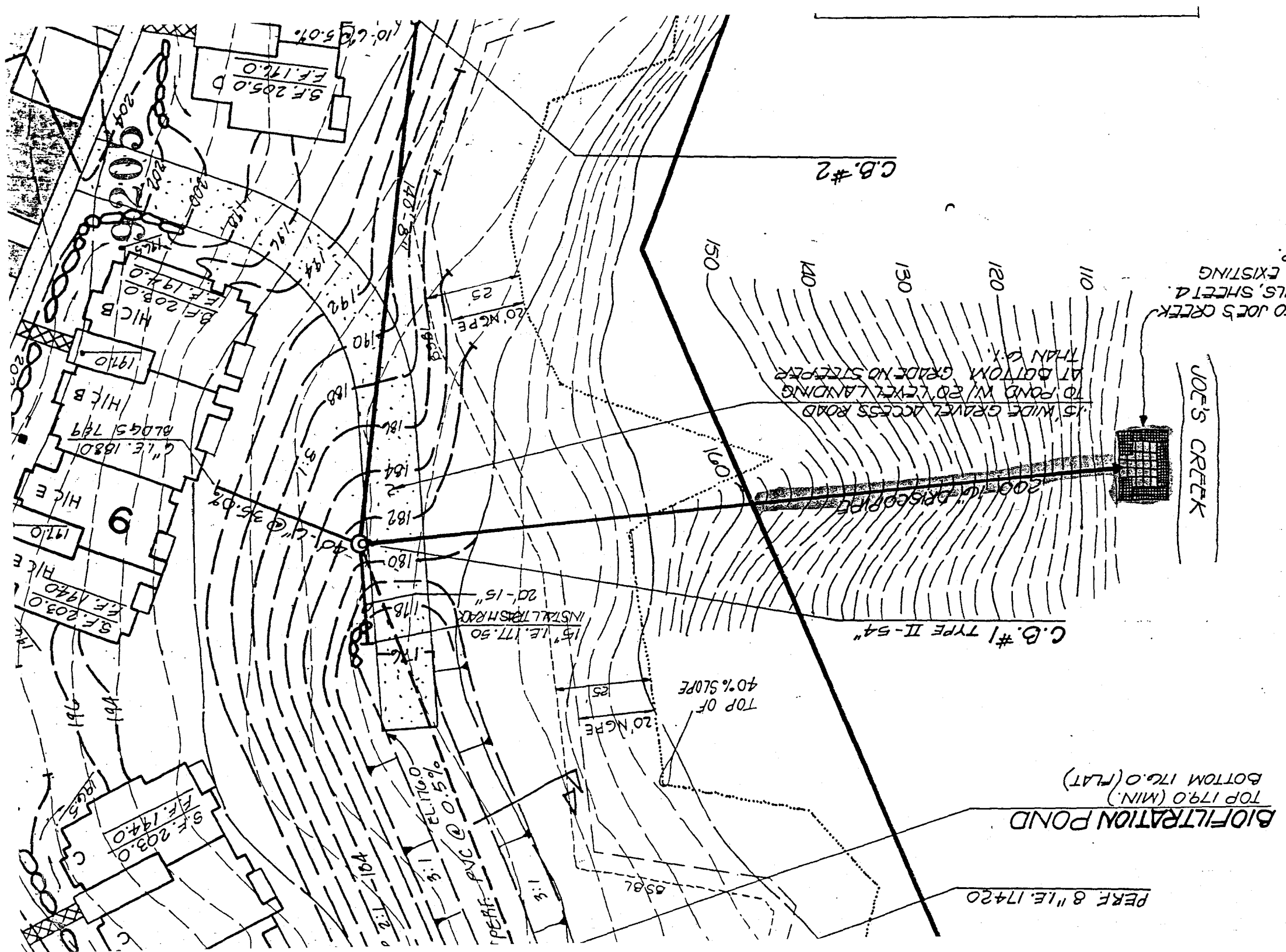
The Grantee shall make the best efforts to make opportunities for employment and/or contracting services available to women and minority persons. The Grantee recognizes that King County has a policy of promoting affirmative action, equal opportunity and has resources available to assist Grantee in these efforts.

15. OTHER APPLICABLE LAWS

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.

16. MAINTENANCE

The Grantee shall be responsible for the continued maintenance of the drainage system and will inspect this system twice a year for pipe and outfall system blockage and other problems. A permit from the Real Property Division will be required for any maintenance improvement.



BIOFILTRATION POND

TOP 179.0 (MIN.)
BOTTOM 176.0 (FLAT)

PERF 8" I.E. 17420

C.B.#1 TYPE II-54"

TOP OF
40% SLOPE

20' NGPE

15" I.E. 177.50
INSTALL TRASH RACK

PERF 8" PVC @ 0.5%
S:1

15' WIDE GRAVEL ACCESS ROAD
TO POND W/ ED LEVEL LANDINGS
AT BOTTOM GRADE NO STEEPER
THAN 5:1

JOE'S CREEK

OUTFALL TO JOE'S CREEK
LOCATE IN EXISTING
SANDBAR.
SEE DETAILS, SHEET 4.

C.B.#2

S.F. 205.0
F.F. 176.0

207

9

S.F. 203.0
F.F. 144.0

H/C B
B.F. 208.0
F.F. 172.0

H/C B
197.0

H/C E
171.0

H/C E
171.0

S.F. 203.0
F.F. 174.0

H/C E
171.0

S.F. 203.0
F.F. 144.0

H/C E
171.0

H/C E
171.0

10'-6" @ 5.0%

192
194
196
198
200
202
204
206
208
210
212
214
216
218
220
222
224
226
228
230
232
234
236
238
240
242
244
246
248
250

20' NGPE

20'-15"

90'-6" @ 35.0%

20'-15"

20' NGPE

20' NGPE

20' NGPE

20' NGPE