



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

June 28, 2004

Ordinance 14952

Proposed No. 2004-0267.2

Sponsors Hague

1 AN ORDINANCE authorizing the granting of a sign
2 easement to the Central Puget Sound Regional Transit
3 Authority, a regional transportation system in council
4 district 6.

5
6

7 **STATEMENT OF FACTS:**

- 8 1. The Central Puget Sound Regional Transit Authority ("Sound Transit")
9 is in the process of developing Bellevue High Capacity Transit Facility.
- 10 2. Under K.C.C. 4.56.010, the King County council may authorize the
11 King County executive to grant an easement through county property.
- 12 3. Sound Transit has applied for the right to construct, operate and
13 maintain a traffic control sign, together with all the necessary or
14 reasonable appurtenances over, through, under, across, and upon the land
15 described herein.
- 16 4. The installation of a sign is necessitated by Sound Transit development
17 of the Bellevue Direct Access development project on a portion of King

18 County, department of transportation ("DOT") known as the Bellevue high
19 capacity transit facility.

20 5. As a condition of this development the Washington state Department of
21 Transportation directional sign for traffic entering State Highway No. 405
22 is required to be installed and maintained.

23 6. It was determined that the area of the easement will not interfere with
24 DOT's transit ability to operate and maintain its transportation facilities on
25 this site.

26 7. King County DOT, transit services, has requested, reviewed and
27 approved the easement for traffic control directional sign.

28 8. The King County prosecuting attorney's office has approved this traffic
29 control easement as to form.

30 9. One thousand one hundred four dollars is the financial consideration
31 for the granting of the guide way easement.

32 10. The King County council finds that granting of this easement would
33 be in the best interest of the citizens of King County.

34 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

35 SECTION 1. The county executive is authorized to sign and deliver the necessary
36 sign easement in favor of the Central Puget Sound Authority a regional transportation
37 system for traffic control signage and all necessary or reasonable appurtenances,
38 substantially in the form of Attachment A to this ordinance for the following described
39 property, situate in King County, Washington:

40 The subject traffic control signage easement is in the northwest quarter of the
41 northeast quarter of Section 32, Township 25, Range 5 East, Willamette Meridian, in
42 King County, Washington more particularly described as follows:

43 That portion of the following described existing Tax Lot Parcel No. 322505-9216-
44 9 which lies above an elevation of 110.0 feet, based upon the North American Vertical
45 Datum of 1988 (NAVD'88), and which also lies easterly of a line radial to the NE 6th
46 Line survey at Highway Engineer's Station (hereinafter referred to as HES) NE 6th
47 13+42.40 of "SR 405, N.E. 2nd St. Vic to N.E. 8th St." and bearing an approval date of
48 December 28, 2001, on file in the office of the Secretary of Transportation at Olympia,
49 Washington, (said NE 6th Line survey is more particularly shown on that record of
50 survey filed under AFN 20021127900008, records of King County); and which also lies
51 westerly of a line radial to said NE 6th Line survey at HES NE 6th 13+52.46; and which
52 also lies northerly of a line parallel with and 45.60 feet southerly from said NE 6th Line
53 survey; and which also lies southerly of a line parallel with and 37.60 feet southerly from
54 said NE 6th Line survey.

55 Said described Permanent Sign Easement No. 1 contains 80 square feet, more or less.

56 Supplemental metes and bounds description of the (above described) Permanent Sign
57 Easement No. 1, which lies above an elevation of 110.0 feet, based upon the North
58 American Vertical Datum of 1988 (NAVD'88):

59 Commencing at the northeast corner of the Northeast Quarter of Section 32, Township 25
60 North, Range 5 East, WM; thence along the north line of said Northeast Quarter, N
61 88°04'10" W a distance of 760.10 feet to the SR 405 Line survey of "SR 405, N.E. 2nd St.
62 Vic. To N.E. 8th St" and bearing an approval date of December 28, 2001, on file in the

63 office of the Secretary of Transportation at Olympia, Washington, (said SR 405 Line
64 survey is more particularly shown on that record of survey filed under AFN
65 20021127900008, records of King County); thence along said SR 405 Line survey, S
66 00°17'07" W a distance of 690.98 feet to the NE 6th Line survey of said highway at
67 Highway Engineer's Station (hereinafter referred to as HES) NE 6th 22+18.34, (said NE
68 6th Line survey is more particularly shown on said record of survey); thence along said
69 NE 6th Line survey for the following five (5) courses, N 89°42'52" W a distance of
70 318.34 feet to HES NE 6th 19+00.00 and the beginning of a tangent curve to the right,
71 concave to the north, with radius of 2007.92 feet; thence westerly along said curve, an
72 arc length of 219.87 feet, through an angle of 06°16'26", to HES NE 6th 16+80.13 and
73 the beginning of a tangent reverse curve to the left, concave to the south, with radius of
74 984.25 feet; thence westerly along said curve an arc length of 51.89 feet through an angle
75 of 03°01'14", to HES NE 6th 16+28.24; thence N 86°27'40"W a distance of 273.85 feet to
76 HES NE 6th 13+54.39 and the beginning of a tangent curve to the left, concave to the
77 south, with radius of 5588.23 feet; thence westerly along said curve an arc length of 1.93
78 feet, through an angle of 00°01'11", to HES 13+52.46 and a point of non-tangency;
79 thence leaving said NE 6th Line survey on a radial, S 03°31'09"W a distance of 37.60 feet
80 to a point opposite HES NE 6th 13+52.46 on said NE 6th Line survey and 37.60 feet
81 southerly there from, said point being the TRUE POINT OF BEGINNING; thence
82 continuing S 03°31'09" W a distance of 8.00 feet to a point opposite HES NE 6th
83 13+52.46 on said NE 6th Line survey and 45.60 feet southerly there from and the
84 beginning of a non-tangent curve to the left, concave to the south, the radius point of
85 which bears S 03°31'09"W a distance of 5542.63 feet; thence westerly along said curve,

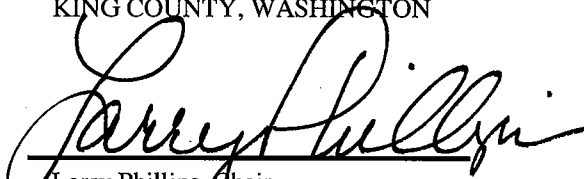
86 an arch length of 9.98 feet, through an angle of $00^{\circ}06'11''$ to a point of non-tangency
87 opposite HES NE 6th 13+42.40 on said NE 6th Line survey and 45.60 feet southerly
88 there from; thence N $03^{\circ}24'57''$ E a distance of 8.00 feet to point opposite HES NE 6th
89 13+42.40 on said NE 6th Line survey and 37.60 feet southerly there from and the
90 beginning of a non-tangent curve to the right, concave to the south, the radius point of
91 which bears S $03^{\circ}24.'57''$ W a distance of 5550.63 feet; thence easterly along said curve,
92 an arc length of 9.99 feet through an angle of $00^{\circ}06'11''$ to a point of non-tangency

93 opposite HES NE 6th 13+52.46 on said NE 6th Line survey and 37.60 feet southerly
94 there from and the true point of beginning.
95

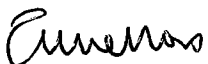
Ordinance 14952 was introduced on 6/14/2004 and passed by the Metropolitan King
County Council on 6/28/2004, by the following vote:

Yes: 13 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.
Pelz, Mr. McKenna, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague,
Mr. Irons, Ms. Patterson and Mr. Constantine
No: 0
Excused: 0

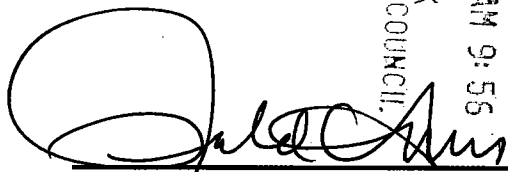
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 8 day of July, 2004.


Ron Sims, County Executive

RECEIVED
2004 JUL - 8 AM 9:56
CLERK
KING COUNTY COUNCIL

Attachments A. Directional Sign Easement, dated June 23, 2004

June 23, 2004

14952

FILED FOR RECORD AT REQUEST

AFTER RECORDING RETURN TO:

King County Property Services Division
500 Fourth Avenue, Room 500A
Seattle, WA 98104

Reference No: Directional Sign Easement/P-34-1001
Grantor: King County, Washington
Grantee: Central Puget Sound Regional Transit Authority
Legal Des: Portion of the Northwest Quarter of the Northeast Quarter of 32-25-05
Tax ID No: 3225059216

DIRECTIONAL SIGN EASEMENT

THIS AGREEMENT made this _____ day of _____, 20____, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington authorized by public vote and RCW Chapter 81.112, hereinafter called the Grantee.

WITNESSETH

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

Lot 3 of City of Bellevue Short Plat No. 81-17, according to the short plat recorded December 3, 1981, under Recording No. 8112039005, in King County, Washington;
EXCEPT that portion conveyed to the City of Bellevue by deed recorded March 26th, 1992, under Recording No. 9203261584, for 112th Avenue Northeast and Northeast 6th Street;

ALSO EXCEPT that portion conveyed to the City of Bellevue and the public by deed recorded April 18th, 2002, under Recording No. 20020418000668, records of King County, Washington.

The said Grantor, for and consideration of (\$1,104.00) One Thousand One Hundred Four and No/100 Dollars, receipt of which is hereby acknowledged, do by these presents grant unto said Grantee, his or her heirs, successors and assigns, a directional sign easement over, through, across, and under the property hereinafter described, situated in King County, Washington, being more particularly described as follows:

Permanent Sign Easement No. 1:

That portion of the following described Existing Tax Lot Parcel No. 322505-9216-09 which lies above an elevation of 110.0 feet, based upon the North American Vertical Datum of 1988 (NAVD'88); and which also lies easterly of a line radial to the NE 6th Line survey at Highway Engineer's Station (hereinafter referred to as HES) NE 6th 13+42.40 of "SR 405, N.E. 2nd St. Vic. to N.E. 8th St." and bearing an approval date of December 28, 2001, on file in the office of the Secretary of Transportation at Olympia, Washington, (said NE 6th Line survey is more particularly shown on that record of survey filed under AFN 20021127900008, records of King County); and which also lies westerly of a line radial to said NE 6th Line survey at HES NE 6th 13+52.46; and which also lies northerly of a line parallel with and 45.60 feet southerly from said NE 6th Line survey; and which also lies southerly of a line parallel with and 37.60 feet southerly from said NE 6th Line survey.

Said described Permanent Sign Easement No. 1 contains 80 square feet, more or less.

.Supplemental metes and bounds description of the (above described) Permanent Sign Easement No. 1, which lies above an elevation of 110.0 feet, based upon the North American Vertical Datum of 1988 (NAVD'88):

Commencing at the northeast corner of the Northeast Quarter of Section 32, Township 25 North, Range 5 East, WM.; thence along the north line of said Northeast Quarter, N 88°04'10" W a distance of 760.10 feet to the SR 405 Line survey of "SR 405, N.E. 2nd St. Vic. to N.E. 8th St." and bearing an approval date of December 28, 2001, on

file in the office of the Secretary of Transportation at Olympia, Washington, (said SR 405 Line survey is more particularly shown on that record of survey filed under AFN 20021127900008, records of King County); thence along said SR 405 Line survey, S 00°17'07" W a distance of 690.98 feet to the NE 6th Line survey of said highway at Highway Engineer's Station (hereinafter referred to as HES) NE 6th 22+18.34, (said NE 6th Line survey is more particularly shown on said record of survey); thence along said NE 6th Line survey for the following five (5) courses, N 89°42'52" W a distance of 318.34 feet to HES NE 6th 19+00.00 and the beginning of a tangent curve to the right, concave to the north, with radius of 2007.92 feet; thence westerly along said curve, an arc length of 219.87 feet, through an angle of 06°16'26", to HES NE 6th 16+80.13 and the beginning of a tangent reverse curve to the left, concave to the south, with radius of 984.25 feet; thence westerly along said curve, an arc length of 51.89 feet, through an angle of 03°01'14", to HES NE 6th 16+28.24; thence N 86°27'40" W a distance of 273.85 feet to HES NE 6th 13+54.39 and the beginning of a tangent curve to the left, concave to the south, with radius of 5588.23 feet; thence westerly along said curve, an arc length of 1.93 feet, through an angle of 00°01'11", to HES 13+52.46 and a point of non-tangency; thence leaving said NE 6th Line survey on a radial, S 03°31'09" W a distance of 37.60 feet to a point opposite HES NE 6th 13+52.46 on said NE 6th Line survey and 37.60 feet southerly there from, said point being the TRUE POINT OF BEGINNING; thence continuing S 03°31'09" W a distance of 8.00 feet to a point opposite HES NE 6th 13+52.46 on said NE 6th Line survey and 45.60 feet southerly there from and the beginning of a non-tangent curve to the left, concave to the south, the radius point of which bears S 03°31'09" W a distance of 5542.63 feet; thence westerly along said curve, an arc length of 9.98 feet, through an angle of 00°06'11" to a point of non-tangency opposite HES NE 6th 13+42.40 on said NE 6th Line survey and 45.60 feet southerly there from; thence N 03°24'57" E a distance of 8.00 feet to point opposite HES NE 6th 13+42.40 on said NE 6th Line survey and 37.60 feet southerly there from and the beginning of a non-tangent curve to the right, concave to the south, the radius point of which bears S 03°24'57" W a distance of 5550.63 feet; thence easterly along said curve, an arc length of 9.99 feet, through an angle of 00°06'11" to a point of non-tangency opposite HES NE 6th

13+52.46 on said NE 6th Line survey and 37.60 feet southerly there from and the true point of beginning.

Permanent Sign Easement No. 2:

That portion of the following described Existing Tax Lot Parcel No. 322505-9216-09 which lies above an elevation of 156.5 feet, based upon the North American Vertical Datum of 1988 (NAVD'88); and which also lies easterly of a line radial to the NE 6th Line survey at Highway Engineer's Station (hereinafter referred to as HES) NE 6th 13+45.92 of "SR 405, N.E. 2nd St. Vic. to N.E. 8th St." and bearing an approval date of December 28, 2001, on file in the office of the Secretary of Transportation at Olympia, Washington, (said NE 6th Line survey is more particularly shown on that record of survey filed under AFN 20021127900008, records of King County); and which also lies westerly of a line radial to said NE 6th Line survey at HES NE 6th 13+48.94; and which also lies northerly of a line parallel with and 37.60 feet southerly from said NE 6th Line survey.

Said described Permanent Sign Easement No. 2 contains 36 square feet, more or less.

Supplemental metes and bounds description of the (above described) Permanent Sign Easement No. 2, which lies above an elevation of 156.5 feet, based upon the North American Vertical Datum of 1988 (NAVD'88):

Commencing at the northeast corner of the Northeast Quarter of Section 32, Township 25 North, Range 5 East, WM.; thence along the north line of said Northeast Quarter, N 88°04'10" W a distance of 760.10 feet to the SR 405 Line survey of "SR 405, N.E. 2nd St. Vic. to N.E. 8th St." and bearing an approval date of December 28, 2001, on file in the office of the Secretary of Transportation at Olympia, Washington, (said SR 405 Line survey is more particularly shown on that record of survey filed under AFN 20021127900008, records of King County); thence along said SR 405 Line survey, S 00°17'07" W a distance of 690.98 feet to the NE 6th Line survey of said highway at Highway Engineer's Station (hereinafter referred to as HES) NE 6th 22+18.34, (said

NE 6th Line survey is more particularly shown on said record of survey); thence along said NE 6th Line survey for the following five (5) courses, N 89°42'52" W a distance of 318.34 feet to HES NE 6th 19+00.00 and the beginning of a tangent curve to the right, concave to the north, with radius of 2007.92 feet; thence westerly along said curve, an arc length of 219.87 feet, through an angle of 06°16'26", to HES NE 6th 16+80.13 and the beginning of a tangent reverse curve to the left, concave to the south, with radius of 984.25 feet; thence westerly along said curve, an arc length of 51.89 feet, through an angle of 03°01'14", to HES NE 6th 16+28.24; thence N 86°27'40" W a distance of 273.85 feet to HES NE 6th 13+54.39 and the beginning of a tangent curve to the left, concave to the south, with radius of 5588.23 feet; thence westerly along said curve, an arc length of 5.45 feet, through an angle of 00°03'21", to HES NE 6th 13+48.94 and a point of non-tangency; thence leaving said NE 6th Line survey on a radial, S 03°28'59" W a distance of 25.53 feet more or less to a point on the south line of that tract described in Exhibit 'A' of AFN 20020418000668, records of King County, said point being the TRUE POINT OF BEGINNING; thence continuing S 03°28'59" W a distance of 12.07 feet more or less to a point opposite HES NE 6th 13+48.94 on said NE 6th Line survey and 37.60 feet southerly there from and the beginning of a non-tangent curve to the left, concave to the south, the radius point of which bears S 03°28'59"W a distance of 5550.63 feet; thence westerly along said curve, an arc length of 3.00 feet, through an angle of 00°01'52" to a point of non-tangency opposite HES NE 6th 13+45.92 on said NE 6th Line survey and 37.60 feet southerly there from; thence N 03°27'07" E a distance of 12.07 feet more or less to the south line of said tract described in Exhibit 'A' of AFN 20020418000668 and the beginning of a non-tangent curve to the right, concave to the south, the radius point of which bears S 03°26'22" W a distance of 5562.47 feet; thence easterly along said curve and said south line, an arc length of 3.01 feet, through an angle of 00°01'52" to the true point of beginning.

Purpose: For the installation, operation, maintenance, repair, reconstruction and removal of a directional traffic sign, and its support poles and foundations.

UTILITY EASEMENT

Page 6 of 10

The Grantee herein, by accepting and recording this easement, agrees to the terms and conditions described in Appendix "A" attached hereto, and by reference made part of this agreement.

DATED this _____ day of _____, 20_____.

GRANTOR: KING COUNTY, WASHINGTON

APPROVED AS TO FORM

BY: _____

BY: _____

TITLE: _____

DATE: _____

DATE: _____

GRANTEE: CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY

APPROVED AS TO FORM

BY: _____

BY: _____

TITLE: _____

DATE: _____

DATE: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that **Calvin Hoggard, Section Manager** signed this instrument, on oath stated that he was authorized by the **King County Executive** to execute the instrument, and acknowledged it as the Facilities Maintenance Division, Real Estate Services Section of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20_____.

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

My appointment expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day _____ of _____, 2004, 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 for the State of Washington, residing at:

My appointment expires: _____

APPENDIX "A"

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

1. PERMIT REQUIRED. Before any work other than general maintenance of the easement area, Grantee must obtain a Special Use Permit from Real Estate Services for any additional improvements. Without the appropriate permit, the Grantee shall not perform improvements within the boundary of the easement.
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. 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 there under, 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, and 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 successor, which includes use of the property encumbered by this easement, the Grantee at his or her sole expense shall upon written request of King County, or its successor, relocate or remove 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, Grantee's easement will terminate.

12. ASSIGNMENT. The Grantee may, at its option and upon written notice to Grantor, assign this Easement to the City of Bellevue. Grantor hereby acknowledges and consents to said assignment. Except as herein provided, 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 shall be solely responsible for the operation and maintenance of the signage improvements and shall keep the area free of debris and materials at all times.

14. 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.