

A MOTION relating to the granting of an easement to the Totem Girl Scout Council.

1 WHEREAS, King County is the record owner of lands known as
2 King County Pit Site #72 (Tolt River Pit 88-71K) which abuts the
3 Totem Girl Scout Council's Camp River Ranch, and

4 WHEREAS, the Totem Girl Scout Council plans a major lodge
5 and support building facility to the south of said pit site and
6 it would be extremely helpful and advisable if the Totem Girl
7 Scout Council obtains an easement across said pit site from King
8 County for the construction of an access road to its lodge site,
9 and

10 WHEREAS, after due consideration by the County Council of
11 King County, it appears that it will be in the best interest of
12 both the citizens of King County and the Totem Girl Scout Council
13 that King County grant an easement to the Totem Girl Scout
14 Council for a consideration of mutual benefits,

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

16 King County, for a consideration of mutual benefits, grants
17 an easement, as described in the attached Exhibit A, to the To-
18 tem Girl Scout Council, and that the County Executive is hereby
19 authorized to execute and deliver to the Totem Girl Scout Council
20 the proper easement agreement.

21 PASSED this 10th day of December, 1973.

22 KING COUNTY COUNCIL
23 KING COUNTY, WASHINGTON

24 John T. O'Brien
25 Chairman
26

27 ATTEST:

28
29 Dorothy M. Council
30 ACTING Clerk of the Council
31
32
33

EASEMENT

For and in consideration of mutual benefits, the receipt of which is hereby acknowledged, King County, State of Washington, ("Grantor" herein), hereby grants, conveys and warrants to TOTEM GIRL SCOUT COUNCIL, ("Grantee" herein), for the purpose hereinafter set forth, an easement over, upon and across the following described real property (the "Property" herein) in King County, Washington:

Except as may be otherwise set forth Grantee's rights shall be exercised upon that portion of the Property (the "Right-of-Way" herein) described as follows: A Right-of-Way Twenty (20) feet in width having Ten (10) feet of such width on each side of the following described line in the South 1/2 of the Northwest 1/4 of Section 22, Township 25, Range 7 East, W.M.

Beginning at a point on the South line of the Northwest 1/4 of Section 22, Township 25, Range 7 East W.M., 138.01 feet from the Southwest corner of the Southeast 1/4 of Northwest 1/4 of Section 22, Township 25, Range 7 East, W.M.; Thence North 44°59'03" West 153.62 feet; Thence North 30°33'12" West 143.11 feet; Thence North 21°18'06" West 173.72 feet; Thence North 1°51'46" East 230+ feet to the South Margin of Northeast 32nd Street and the terminus of the easement.

1. Purpose. Grantee shall have the right to construct on the Property an access road to its lodge site.
2. Access. Grantee shall have the right of access to the Right-of-Way over, upon and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.
3. Grantor's Use of Right-of-Way. Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with rights herein granted. In such circumstances that the use of the Right-of-Way is hindered by any act of the Grantor, the Grantor shall restore the Right-of-Way to its condition before said hinderance took place.
4. Indemnity. By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor, its agents and employees from any and all cost, liability, damage, or expense (including the cost of suit and expense of legal services) suffered by any person which may be caused by Grantee's exercise of the rights herein granted, provided, that Grantee shall not be responsible to Grantor, its agents and employees for any damages resulting from injuries to any person caused by acts or omissions of Grantor.
5. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of three (3) successive years in which event this easement shall terminate and all rights hereunder shall revert to Grantor.

6. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

DATED this _____ day of _____, 19_____.

KING COUNTY, WASHINGTON

BY: _____

JOHN D. SPELLMAN, County Executive

STATE OF WASHINGTON)
County of King)ss

On this day personally appeared before me John D. Spellman, 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 and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of King County and that he was authorized to so sign.

Given under my hand and official seal this _____ day of _____ 1973

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

ACCEPTED on behalf of
Totem Girl Scout Council

President

Secretary

STATE OF WASHINGTON)
County of King)ss

On this day personally appeared before me _____, to me known to be the _____ and _____, respectively, of _____ the corporation that executed the foregoing instrument for said corporation for uses and purposes therein stated and acknowledged to me that he signed the same as the free and voluntary act and deed of said corporation and that he was authorized to so sign.

Given under my hand and official seal this _____ day of _____, 1973.

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

APPROVED AS TO FORM & LEGALITY

Richard D. Casli
Deputy Prosecuting Attorney

DATE: September 21, 1973