

12/5/78  
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Introduced by PAUL BARDEN

Proposed No. 78-1305

MOTION NO. 3918

A MOTION authorizing the County Executive to grant an easement in favor of The City of Renton for the construction of a sewer line in County District #6.

WHEREAS, The City of Renton desires to install and maintain a sewer line with connections and appurtenances on certain lands, owned by King County, and

WHEREAS, the King County Council has determined it to be in the best interests of the citizens of King County that said easement and right of way be granted in and for the consideration of two (2) free connections.

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

The County Executive is hereby authorized to sign and deliver the agreement granting to The City of Renton an easement and right of way, over, through, across, and upon the following described real property situated in King County:

That portion of the SW 1/4 of the NE 1/4 of Section 16, Township 23 North, Range 5 East, contained within a strip of land 10 feet in width, the centerline of which as described as follows:

Beginning at the NE corner of the SW 1/4 of the NE 1/4 of Section 16, Township 23 North, Range 5 East, thence South 5 feet to the true point of beginning; Thence West parallel with and 5 feet South of the North line of said SW 1/4 of the NE 1/4, 1361 feet to an intersection with a 12" sewer pipeline.

PASSED this 18<sup>th</sup> day of December, 1978.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Bernice Stun  
Chairman

ATTEST:

Dorothy M. Owens  
DEPUTY Clerk of the Council

General terms and conditions applicable  
to an easement granted  
by King County.

1. Before any work is performed under this agreement, Grantee must obtain a right of way construction permit from the King County Real Property Division. To obtain said permit, Grantee shall 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. Should performance by Grantee of any act under this agreement result in damage to or destruction of existing crops, landscaping, fences, improvements or livestock, Grantee shall immediately reimburse the damaged party to the full extent necessary to restore said party to the position he would have held absent said injury.

3. Grantee shall be required to pay any general or special assessments or increased insurance premiums incurred by Grantor as a result of any authorized use hereunder.

4. Grantee, its successors and assigns, shall protect, defend and hold harmless Grantor against all claims, demands, loss, damage, expense, and liability arising from any and all acts of Grantee, performed under this agreement.

5. 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, age, race, color, creed, 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, race, color, creed, 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.

6. All right, title and interest which may be used and enjoyed without interfering with the non-exclusive easement rights herein conveyed is reserved to the Grantor. The construction, installation or maintenance, after the date of this agreement, however, of structures of a permanent nature within the above described easement area at any time shall be deemed an interference with said easement rights and as to such structures the provisions of paragraph 4 shall not apply.

7. Neither this easement nor the rights of the Grantee hereunder shall be assignable in whole or in part without the prior written consent of Grantor. All the provisions, conditions, requirements and regulations herein contained shall be binding upon the successors and assigns of the Grantee and all privileges of the Grantee shall be given to such successors and assigns as if they were specifically mentioned.

8. The rights granted herein shall be perpetual and exclusive for the specific purpose of providing sewer services. In the event that the facilities installed under this grant are abandoned and the use thereof discontinued, all rights to the Grantee shall automatically terminate and revert to the Grantor, and the Grantee shall restore the area herein described to its original condition without cost to the Grantor.

ATTEST:

CITY OF RENTON

BY \_\_\_\_\_ BY \_\_\_\_\_

TITLE \_\_\_\_\_ TITLE \_\_\_\_\_

STATE OF WASHINGTON)  
COUNTY OF KING ) ss

On this day personally appeared before me \_\_\_\_\_  
to me known to be the \_\_\_\_\_ of City of Renton, 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 City of Renton 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 \_\_\_\_\_.