

March 17, 1992
CLT:kek

INTRODUCED BY: KENT PULLEN

PROPOSED NO: 92-211

MOTION NO. 8618

A MOTION authorizing the executive to grant a pedestrian and bicycle trail easement to the City of Kent in Council District 9.

WHEREAS, under King County Code 4.56.010 the King County council may authorize the King County executive to grant an easement over county property, and

WHEREAS, the City of Kent wishes to construct, operate, and maintain a pedestrian and bicycle trail over a portion of Titus Pit for a portion of the Green River Corridor Trail system that will connect with King County's North Green River Park, and

WHEREAS, the King County department of public works, roads division, which manages the Titus Pit property, and the King County parks division support the granting of this trail easement, and

WHEREAS, the granting of the easement is considered to be of mutual benefit to King County and the City of Kent, and

WHEREAS, the City of Kent shall pay One Hundred and Fifty Dollars (\$150.00) for administrative costs of processing the easement, and

WHEREAS, the King County council finds that the granting of this trail easement will not interfere with the use of the property by the department of public works, and that the rights requested by the City of Kent are surplus to the county's present and foreseeable needs;

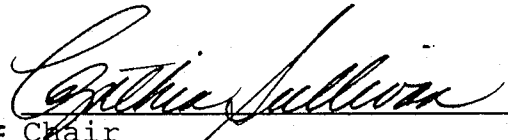
NOW THEREFORE, BE IT MOVED by the Council of King County:

The county executive is authorized to sign and deliver to the City of Kent a pedestrian and bicycle trail easement, substantially in the form of Exhibit "A" for the construction, operation and maintenance of a trail and related appurtenances over, upon, and across the following described property, situated in King County, Washington.


1 That portion of Government Lot 12, in Section 30, Township 22
2 North, Range 5 East, W. M., lying southwesterly and westerly
3 of Green River Road South.

4 PASSED this 27th day of April, 1992

5 KING COUNTY COUNCIL
6 KING COUNTY, WASHINGTON

7 
8 Catherine Sullivan
9 VICE Chair

10 ATTEST:

11 
12 Gerald C. Peterson
13 Clerk of the Council

PEDESTRIAN AND TRAIL EASEMENT

8618

THIS AGREEMENT made this _____ day of _____, 19_____, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and the City of Kent, a municipal corporation of the State of Washington, hereinafter called the Grantee.

WITNESSETH:

That for and in consideration of mutual benefits, and the benefits which will accrue to the land of the Grantor by the exercise of the rights herein granted, the Grantor does by these presents grant quit claim unto the Grantee, its successors and assigns, a pedestrian and bicycle-trail easement, subject to the terms and conditions contained in the attached Appendix "A," over, upon, and across the following described property situated in King County, Washington, to wit:

That portion of Government Lot 12, in Section 30, Township 22 North, Range 5 East, W. M., lying Southwesterly and Westerly of Green River Road South.

Purpose: The Grantee shall have the right to construct, operate, and maintain a pedestrian and bicycle-trail easement over, upon, and across the easement area, together with all necessary or reasonable appurtenances hereto.

DATED this _____ day of _____, 19_____.

GRANTEE: CITY OF KENT

GRANTOR: KING COUNTY, WASHINGTON

BY: [Signature]

BY: _____

TITLE: MAYOR

TITLE: _____

DATE: 1-27-92

DATE: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: [Signature]
City Attorney

BY: [Signature]
Deputy Prosecuting Attorney

DATE: 1/23/92

DATE: 1/2/92

GRANTEE:

8618

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

I certify that DAN KELLEHER,
TITLE: MAYOR

signed this instrument, on oath stated that he was authorized by the City of Kent to execute this instrument, and acknowledges it as the true and correct instrument, and is a free and voluntary act of said City for the uses and purposes mentioned in this instrument.

DATED: Jan 27th 1992

Amarosh
NOTARY PUBLIC in and for the State of
Washington, residing at: Kent
My appointment expires: 11-20-93

GRANTOR

STATE OF WASHINGTON)
) SS
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 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 _____, 19_____.

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

APPENDIX "A"

Terms and conditions applicable to the Pedestrian and Bicycle Trail Easement granted by King County.

1. PERMIT REQUIRED. Before any construction work is performed under this agreement, Grantee must obtain a Special Use Permit from the Real Property Division. Before any permit will be issued, Grantee must submit complete plans and specifications for the proposed project, including details of landscaping, and comply with any and all other provisions as more specifically set forth in the permit application. The Grantee shall be responsible for complying with shorelines management and sensitive areas requirements, and for obtaining any other permits or approvals required for construction and operation of the trail.
2. DAMAGES. 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.
3. MAINTENANCE AND EMERGENCY REPAIRS. The Grantee shall be responsible for the administration of the trail and regulation of its use by the public. The Grantee agrees to maintain the easement area, at its sole cost and expense, so as to minimize hazards to the general public utilizing the pedestrian and bicycle trail. In the event of an emergency, the Grantee will take immediate steps to perform any necessary repairs in a timely manner. If the Grantee fails to perform any necessary repairs in a timely manner, the Grantor may do all work necessary at the sole cost and expense of Grantee.
4. ASSESSMENTS. Grantor and its property shall not be subjected to any charge, assessment, or expense resulting from Grantee's 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 after 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 paid by the Grantor.
5. INDEMNITY AND HOLD HARMLESS.
 - A. The Grantee agrees to indemnify, defend and hold harmless King County, its appointed and elected officials, agents and employees from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, for injuries or death to persons, or damage to property, which is caused by or arises out of Grantees's exercise of rights and privileges granted by this easement, provided however, that:
 - (1) Grantee's obligation to indemnify, defend and hold harmless shall not extend to injuries, death, or damages caused by or resulting from the sole negligence of King County, its appointed and elected officials, agents or employees; and
 - (2) Grantee's obligation to indemnify, defend and hold harmless for injuries, death, or damage caused by or resulting from the concurrent negligence of both parties shall apply only to the extent of the Grantee's negligence.

- B. With respect to this easement and as to claims against King County, its elected and appointed officials, agents, or employees, the Grantee agrees to waive the Grantee's immunity under industrial insurance, Title 51 RCW, for any injury or death suffered by Grantee's employees which is caused by or arises out of Grantee's exercise of rights and privileges granted by this easement agreement.

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.

6. NON-EXCLUSIVE EASEMENT. This easement is not exclusive. It does not prohibit King County from granting other easements in and to the easement area, provided that such easement rights shall not substantially interfere with the easement rights granted herein.
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 pedestrian and bicycle trail, and related facilities and appurtenances on county property in which King County has an actual interest.

This easement does not affect King County's jurisdiction over 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, 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 in the described easement area for any purpose not inconsistent with the easement rights granted herein. However, there shall not be built or maintained over, across, or upon the easement area any structure or obstruction which would interfere with the use thereof as a pedestrian and bicycle trail.
9. 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, and if requested by the Grantor, 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 all reasonable costs incurred by the Grantor in any removal of facilities or restoration of easement property.

10. 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.
11. 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.

12. 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.