

February 15, 1994
94-67.sub (ldt)

Introduced by: von Reichbauer

Proposed No.: 94-67

MOTION NO. 9256

1
2 A MOTION authorizing the granting of an
3 easement for curb radius and traffic
4 control improvement to the City of
5 Seattle in Council District No. 5.

6 WHEREAS, under King County Code 4.56.010, the King County
7 council may authorize the King County executive to grant an
8 easement through county property, and

9 WHEREAS, the city of Seattle is in the process of
10 performing road and traffic improvements at the northeast
11 corner of Occidental Avenue south and Royal Brougham Way, and

12 WHEREAS, the city is proposing to widen curb radius at
13 this intersection point, and

14 WHEREAS, this curb radius widening improvement would
15 permit large trucks entering and exiting the Kingdome property
16 to turn from westbound to northbound direction, and

17 WHEREAS, these improvements will help to better
18 accommodate pedestrian, commuter, and residential traffic in
19 the area, and

20 WHEREAS, in exchange for this easement, the city would
21 perform the curb radius improvement at no cost to the county,
22 and

23 WHEREAS, the King County department of stadium
24 administration has requested, reviewed, and approved the curb
25 and traffic control improvements, and

26 WHEREAS, the King County prosecuting attorney's office has
27 approved the easement as to form, and

28 WHEREAS, the King County council finds the granting of
29 this easement would not interfere with the use of the property
30 for stadium purposes, and that the area of the easement is
31 surplus to the county's present and foreseeable needs;

1 NOW, THEREFORE, BE IT MOVED by the Council of King County:
2 The county executive is authorized to execute an
3 electrical service easement, substantially in the form of
4 Attachment "A", to the city of Seattle.

5 PASSED this 21st day of March, 1994.

6 Passed by a vote of 13 to 0.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

8
9
10 ATTEST:

11 Gerald A. Peterson
12 Clerk of the Council

13 Attachments:
14 A. Easement
15 B. Vicinity Map

Easement for Curb Radius and Traffic Control Improvements

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 Seattle, 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 curb radius and traffic control utility 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:

Portion of Lot 35, Block 325, Seattle Tide Lands, described as follows:
Beginning at the southwest corner of said lot;
thence north along the west line of said lot a distance of 23 feet;
thence southeasterly to a point on the south line of said lot, distant, 21 feet east of the southwest corner of said lot;
thence west along said south line to the beginning.

Purpose: The Grantee shall have the right to construct, operate and maintain its traffic control devices, curb radius and street improvements over, under upon and across the easement area, together with all appurtenances necessary for the construction, reconstruction, alteration, operation, maintenance and repair for above mentioned purposes.

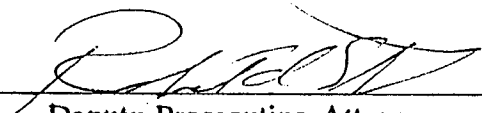
GRANTOR: King County, Washington

By: _____
Gary Locke

Title: King County Executive

Date: _____

Approved as to form:

By: 
Deputy Prosecuting Attorney

APPENDIX "A"

Terms and conditions applicable to the curb radius and traffic control utility easement.

1. NOTIFICATION. Prior to the start of any construction or maintenance, the Grantee shall notify the Department of Stadium Administration, North Security Office at 296 3161.
2. DAMAGES. Grantor will not be held liable to Grantee for any damages that may occur by reason arising out of any improvements, repairs, or maintenance, or otherwise by the exercise of any rights granted by this easement.
3. 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 Grantee's exercise of rights and privileges granted by this easement; provided however, that:

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
 - 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.
4. 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. Prior to granting any further easements on this property, the Grantor shall give the Grantee notice of request and be given 60 days for review and comment on the construction plans.
5. 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 curb radius and traffic control improvements, and related facilities and appurtenances on county property in which King County has an actual interest.

6. 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.

7. 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.

8. 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.

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this day personally appeared before me _____
to me known to be the _____ of the _____
_____ that executed the foregoing instrument, and acknowledged the said instrument to
be the free and voluntary act and deed of said corporation for the uses and purposes therein
mentioned and that he was authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____, 1994.

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

My appointment expires: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that _____ signed this instrument, on oath stated that he was authorized by the _____ 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.

Date: _____

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

My appointment expires _____

ST. VIGOR
Lt 63.0'

PT
8+2509
Lt 380'

S. Royal Broughnar

Remove & Reset
6' hi CLF

Broughnar

9+24

5' hi
CLF

9+50

WOOD PILL BRIDGE W/ CONC FILL

(9)
(Typ)

TSD

7SS

Zu Tree

35'

8.5'

**AREA BEING
IMPROVED BY
THE CITY OF
SEATTLE**

SOUTH ROYAL BROUGHNAR WAY

