

Revised 10-7-96

September 11, 1996

Introduced By: ROB MCKENNA
RON SIMS

bt:cp

Proposed No.: 96-839

MOTION NO. **10011**

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A MOTION authorizing the executive to grant an easement for traffic control and street improvements to the City of Tukwila in Council District 5.

WHEREAS, under King County Code 4.56.010 the King County council may authorize the King County executive to grant easements through county property, and

WHEREAS, the city of Tukwila is proposing to perform traffic control and street improvements on a portion of East Marginal Way adjacent to portions of the King County international airport, and

WHEREAS, the improvements will include street widening, pavement overlay, installation of curb and gutter, sidewalk, landscaping, storm drainage, illumination, and traffic signal improvements designed to increase vehicular capacity and improve safety along East Marginal Way, and

WHEREAS, the airport division of the department of construction and facilities management manages the property and supports the granting of this easement , and

WHEREAS, the King County council finds that the granting of this easement will not interfere with the use of the property by the airport division and that the rights requested by the city of Tukwila are surplus to the county's present and foreseeable needs, and

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

The county executive is hereby authorized to sign and deliver to the city of Tukwila an easement, substantially in the form attached, for the construction, installation, and maintenance of street and traffic control improvements on portions of the King County international airport along East Marginal Way situated in King County, Washington.

PASSED by a vote of 13 to 0 this 14th day of December, 1996.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Chair *Kari Hagre*

ATTEST:

Gerald A. Peterson
Clerk of the Council

Attachments: Easement and Maps

EASEMENT FOR STREET AND TRAFFIC CONTROL IMPROVEMENTS AND MAINTENANCE

THIS AGREEMENT made this _____ day of _____, 1996, between King County, a political subdivision of the State of Washington, hereinafter called the GRANTOR, and the City of Tukwila, 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, street and traffic control easement, subject to the terms and conditions contained in the attached Appendix "A" over, upon, and across the following properties situated in King County, Washington, to wit:

A permanent easement over, upon, and across portions of the following King County Airport Division property:

- A. That portion of the John Buckley Donation Land Claim in Section 33, Township 24 North, Range 4 East, W. M., in King County, Washington, described as follows:

Beginning at the northeast corner of said Donation Land Claim; thence South 825 feet to the north line of a tract formerly owned by Thomas Burns; thence South $89^{\circ} 39' 42''$ West 311.04 feet to the northeasterly line of East Marginal Way; thence South $54^{\circ} 14' 57''$ East along the southwesterly line of Boeing Field to intersection with a line 500 feet westerly of measured at right angles and parallel with the centerline of Main Runway of said Field and True Point of Beginning; thence South $54^{\circ} 14' 57''$ East to intersection with Meander Line of left bank of Duwamish River; thence South $05^{\circ} 07' 23''$ West 23.91 feet; thence $39^{\circ} 00' 09''$ West 182.72 feet; thence South $55^{\circ} 40' 44''$ West 125.93 feet; thence South $76^{\circ} 12' 02''$ West 176.08 feet; thence South $86^{\circ} 33' 36''$ West 81.95 feet; thence northwesterly along said road margin 995.05 feet to the north line of tract; thence South $54^{\circ} 14' 57''$ East along southwesterly line of Boeing Field to True Point of Beginning; EXCEPT a portion beginning on the northeasterly margin of East Marginal Way, at a point 825 feet south of the north line of said Donation Land Claim; thence southeasterly along said East Marginal Way 984.05 feet to the True Point of Beginning; thence North $66^{\circ} 18' 57''$ East 149 feet; thence North $23^{\circ} 41' 03''$ West 259 feet; thence South $66^{\circ} 18' 57''$ West to easterly margin of East Marginal Way; thence southeasterly along said margin to the True Point of Beginning. Said easement more particularly described as follows:

Commencing at the northwest corner of said parcel and the easterly margin of East Marginal Way; thence South $22^{\circ} 32' 00''$ East (bearings refer to Washington Coordinate System, North Zone), along said Easterly margin, a distance of 109.24 feet to the point of beginning. Said point being at the beginning of a 25.00 foot radius non-tangent curve to the right, the center of which bears North $39^{\circ} 06' 33''$ East 25.00 feet distant; thence along the arc of said 25.00 foot radius curve in a southeasterly direction through a central angle of $36^{\circ} 40' 15''$ a distance of 16.00 feet; thence South $02^{\circ} 26' 18''$ West a distance of 10.00 feet to the beginning of a 35.00 foot radius non-tangent curve to the left, the center of which bears North $02^{\circ} 26' 18''$ East 35.00 feet distant; thence along the arc of said 35.00 foot radius curve in a northwesterly direction through a central angle of $13^{\circ} 58' 24''$ a distance of 8.54 feet to said easterly margin; thence North $22^{\circ} 32' 00''$ West, along said easterly margin, a distance of 15.35 feet to the point of beginning. TOGETHER WITH: Commencing at the northwest corner of said parcel and easterly margin of East Marginal Way; thence South $22^{\circ} 32' 00''$ East, along said easterly margin, a distance of 231.20 feet to the point of beginning, said point being the beginning of a 100.00 foot radius non-tangent curve to the left, the center of which bears South $82^{\circ} 59' 30''$ East 100.00 feet distant; thence along the arc of said 100.00 foot radius curve in a northeasterly direction, through a central angle of $25^{\circ} 06' 27''$ a distance of 43.82 feet; thence South $57^{\circ} 53' 03''$ East a distance of 10.00 feet to the beginning of a 90.00 foot radius non-tangent curve to the left, the center of which bears South $57^{\circ} 53' 03''$ East 90.00 feet distant; thence along the arc of said 90.00 foot radius curve in a southwesterly direction, through a central angle of $39^{\circ} 48' 49''$ a distance of 62.54 feet to said easterly margin; thence North $22^{\circ} 32' 00''$ West along said easterly margin, a distance of 26.26 feet to the point of beginning.

Contains an area of 637 square feet, more or less.

- B. That portion of a tract of land lying within the NE 1/4 of Section 33, Township 24 North, Range 4 East, W. M., in King County, Washington, and the Henry Van Asselt Donation Land Claim No. 50, described as follows:

Beginning at a point on the north boundary line of that certain tract of land known as the McNatt Donation Claim No. 38, which point is the southeast corner of a tract of land sold by H. Van Asselt to Charles C. Terry

heretofore, and which point is 1749 feet westerly of the point at which the north boundary line of said McNatt Donation Claim intersect the line between Sections 33 and 34, Township 24 North, Range 4 East, W. M., in King County, Washington; thence westerly along the north boundary line of said McNatt Donation Claim to the intersection of said north boundary line with the east margin of East Marginal Way as marked by a monument on the west boundary of Boeing Field; thence North 23° 41' 03" West along said east margin, a distance of 542.60 feet; thence North 86° 33' 36" East 81.95 feet; thence North 76° 12' 02" East 176.08 feet; thence North 55° 40' 44" East 66.05 feet; thence South 40° 29' 29" East 101.88 feet to a point on the meander line for the right bank of the Duwamish River; thence North 43° 25' 41" East 228.204 feet along said meander line; thence North 09° 22' 05" East 64.00 feet; thence South 35° 53' 15" East 104.88 feet; thence South 18° 59' 49" East 693.07 feet to the True Point of Beginning; ALSO, that portion of Tract Four, Davis Meadow Tracts, according to the plat thereof recorded in Volume 7 of Plats, Page 69, in King County, Washington described as follows:

Commencing at the southwest corner of Tract Four; thence North 19° 03' 01" West, 4.00 feet; thence southeasterly to that point on the north boundary line of said McNatt Donation Claim which is 50 feet from the point of beginning; thence westerly along said north line of said McNatt Donation Claim 50 feet to the point of beginning in Section 33, Township 24 North, Range 4 East, W. M., in King County, Washington. Said easement more particularly described as follows:

Commencing at the southwest corner of said parcel and easterly margin of East Marginal Way; thence North 22° 32' 00" West (bearings refer to Washington Coordinate System, North Zone), along said easterly margin, a distance of 137.32 feet to the point of beginning; thence continuing North 22° 32' 00" West, a distance of 194.38 feet the beginning of a 35.00 foot radius non-tangent curve to the right, the center of which bears North 81° 11' 45" East 35.00 feet distant; thence along the arc of said 35.00 foot radius curve in a northeasterly direction through a central angle of 51° 24' 15" a distance of 31.40 feet; thence South 47° 23' 59" East, a distance of 10.00 feet to the beginning of a 25.00 foot radius non-tangent curve to the left, the center of which bears South 47° 23' 59" East 25.00 feet distant; thence along the arc of said 25.00 foot radius curve in a southwesterly direction through a central angle of 65° 08' 00" a distance of 28.42 feet; thence South 22° 32' 00" East, a distance of 0.30 feet; thence South 67° 28' 00" West a distance of 1.50 feet; thence South 22° 32' 00" East, a distance of 173.00 feet; thence South 67° 28' 00" West a distance of 2.00 feet; thence South 22° 32' 00" East a distance of 3.47 feet; thence South 08° 02' 46" West a distance of 10.81 feet to the point of beginning. TOGETHER WITH: Commencing at the southwest corner of said parcel and easterly margin of East Marginal Way; thence North 22° 32' 00" West along said easterly margin, a distance of 402.21 feet to the point of beginning; thence continuing North 22° 32' 00" West, a distance of 15.35 feet to the beginning of a 25.00 foot radius non-tangent curve to the left, the center of which bears North 39° 06' 33" East 25.00 feet distant; thence along the arc of said 25.00 foot radius curve in a southeasterly direction through a central angle of 36° 40' 51" a distance of 16.01 feet; thence South 02° 25' 42" West, a distance of 10.00 feet to the beginning of a 35.00 foot radius non-tangent curve to the right, the center of which bears North 02° 25' 42" East 35.00 feet distant; thence along the arc of said 35.00 foot radius curve in a northwesterly direction through a central angle of 13° 59' 00" a distance of 8.54 feet to said easterly margin and the point of beginning.

Contains an area of 1799 square feet, more or less.

- C. That portion of McNatt Donation Claim No. 38 in Section 33, Township 24 North, Range 4 East, W. M., in King County, Washington, described as follows:

Beginning on the easterly line of East Marginal Way at a point South 23° 40' 59" East 895.56 feet from the north line of said donation land claim, said point being the True Point of Beginning; thence continuing southerly along the easterly line of East Marginal Way to a point which is 1373.75 feet southerly from the intersection of said easterly line of East Marginal Way with the north line of said Francis McNatt Donation Claim; thence South 89° 27' 50" East to an intersection with the westerly line of Purcell Avenue; thence northerly along said westerly line to a point which bears South 88° 52' 44" East from the True Point of Beginning; thence North 88° 52' 44" West to the True Point of Beginning; EXCEPT that portion thereof lying easterly of a line parallel with and 500 feet westerly of the centerline of Boeing Field Main Runway No. 4, said 500 feet measured at right angles to said centerline. Said easement more particularly described as follows:

Beginning at the northwest corner of said parcel and the easterly margin of East Marginal Way; thence South 89° 58' 17" East (bearings refer to Washington Coordinate System, North Zone) along the North line of said parcel a distance of 6.50 feet; thence South 22° 32' 00" East, parallel with said easterly margin, a distance of 478.26 feet to the south line of said parcel; thence North 89° 23' 11" West along said south line a distance of 6.53 feet to said easterly margin; thence North 22° 32' 00" West along said easterly margin a distance of 478.19 feet to the point of beginning.

Contains an area of 2869 square feet, more or less.

- D. That portion of property lying within Section 33, Township 24 North, Range 4 East, W. M., in King County, Washington, described as follows:

Beginning at the southeast corner of said Section 33; thence along the southerly line thereof North 89° 13' 57" West 1351.48 feet to the easterly margin of East Marginal Way South; thence along said easterly margin North 23° 40' 59" West 891.19 feet to the True Point of Beginning; thence South 89° 27' 50" East 613.56 feet, more or less, to a line that is parallel to and 500 feet from the centerline of Runway No. 13R-31L; thence North 29° 52' 38" West to the southerly boundary of the Meadows Tracts plat; thence westerly along said southerly boundary to a point on the east margin of East Marginal Way South; thence South 23° 40' 59" East to the True Point of Beginning. Said easement more particularly described as follows:

Beginning at the northwest corner of said parcel and the easterly margin of East Marginal Way; thence South 89° 23' 11" East (bearings refer to Washington Coordinate System, North Zone) along the North line of said parcel, a distance of 6.53 feet; thence South 22° 32' 00" East, parallel with said easterly margin, a distance of 235.59 feet; thence North 67° 28' 00" East, a distance of 2.50 feet; thence South 22° 32' 00" East, parallel to said easterly margin, a distance of 91.60 feet to the south line of said parcel; thence North 89° 23' 11" West along said south line a distance of 9.24 feet to said easterly margin and west line of said parcel; thence North 22° 32' 00" West along said easterly margin and west line a distance of 326.12 feet to the point of beginning.

Contains an area of 2184 feet, more or less.

- E. That portion of Francis McNatt Donation Claim No. 38 described as follows:

Beginning at a point on the north line of said subdivision, 179.98 feet east from the easterly line of East Marginal Way South and the True Point of Beginning; thence west along said north line 179.98 feet to the easterly line of East Marginal Way South; thence southeasterly along said East Marginal Way South 541 feet; thence South 89° 59' 29" East, 179.98 feet; thence northwesterly in a straight line to the True Point of Beginning. Said easement more particularly described as follows:

Beginning at the southwest corner of said parcel and the easterly margin of East Marginal Way; thence North 22° 32' 00" West (bearings refer to Washington Coordinate System, North Zone) along said easterly margin, a distance of 364.00 feet to a point on a 35.00 foot radius curve to the right, the center of which bears South 67° 55' 35" East, 35.00 feet distant; thence along the arc of said 35.00 foot radius curve in a northeasterly direction through a central angle of 17° 33' 59" a distance of 10.73 feet; thence South 50° 21' 37" East 10.00 feet to the beginning of a 25.00 foot radius non-tangent curve to the right, the center of which bears South 50° 21' 37" East 25.00 feet distant; thence along the arc of said 25.00 foot radius curve in a southwesterly direction through a central angle of 35° 28' 38" a distance of 15.48 feet; thence South 24° 10' 10" East, a distance of 94.69 feet; thence South 67° 28' 00" West, a distance of 1.50 feet; thence South 24° 10' 10" East a distance of 200.08 feet; thence South 22° 32' 00" East, a distance of 60.17 feet to the south line of said parcel; thence North 88° 51' 32" west along said south line, a distance of 10.37 feet to said easterly margin and the point of beginning; TOGETHER WITH commencing at the southwest corner of said parcel and the easterly margin of East Marginal Way; thence North 22° 32' 00" West along said easterly margin a distance of 423.01 feet to the point of beginning; thence continuing North 22° 32' 00" West along said easterly margin a distance of 15.44 feet to the beginning of a 25.00 foot radius non-tangent curve to the left, the center of which bears North 39° 31' 14" East 25.00 feet distant; thence along the arc of said 25.00 foot radius curve in a northeasterly direction through a central angle of 37° 58' 01" a distance of 16.57 feet; thence South 01° 33' 13" West a distance of 10.00 feet to the beginning of a 35.00 foot radius non-tangent curve to the left; thence center of which bears North 01° 33' 13" East 35.00 feet distant; thence along the arc of said 35.00 foot radius curve in a northwesterly direction through a central angle of 15° 02' 11" a distance of 9.18 feet to the point of beginning.

Contains an area of 2523 square feet, more or less.

- F. That portion of Francis McNatt Donation Land Claim No. 38 described as follows:

Beginning at a point on the north line of said subdivision 179.98 feet east from the easterly line of East Marginal Way South and the True Point of Beginning; thence west along said north line 179.98 feet to the easterly line of East Marginal Way South; thence southeasterly along said East Marginal Way South 541 feet; thence South 89° 59' 29" East 179.98 feet; thence northwesterly in a straight line to the True Point of Beginning. Said easement more particularly described as follows:

Beginning at the southwest corner of said parcel and the easterly margin of East Marginal Way; thence North 22° 32' 00" West (bearings refer to Washington Coordinate System, North Zone) along said easterly margin, a distance of 364.00 feet to a point on a 35.00 foot radius curve to the right, the center of which bears South 67° 55' 35" East 35.00 feet distant; thence along the arc of said 35.00 foot radius curve in a northeasterly direction, through a central angle of 17° 33' 59" a distance of 10.73 feet; thence South 50° 21' 37" East a distance of 6.50 feet to the beginning of a 28.50 foot radius curve to the left, the center of which bears South 50° 21' 37" East 28.50 feet distant; thence along the arc of said 28.50 foot radius curve in a southwesterly direction, through a central angle of 24° 21' 12" a distance of 12.11 feet; thence South 24° 10' 10" East a distance of 100.93 feet; thence South 67° 28' 00" West a distance of 1.50 feet; thence South 24° 10' 10" East a distance of 200.08 feet; thence South 22° 32' 00" East, parallel to said easterly margin, a distance of 60.17 feet to the south line of said parcel; thence North 88° 51' 32" West along said south line, a distance of 10.37 feet to the point of beginning.

TOGETHER WITH and commencing at the southwest corner of said parcel and said easterly margin; thence North 22° 32' 00" West along said easterly margin a distance of 423.01 feet to the point of beginning; thence continuing North 22° 32' 00" West along said easterly margin a distance of 9.14 feet to the beginning of a 28.50 foot radius curve to the left, the center of which bears North 28° 15' 58" East 28.50 feet distant; thence along the arc of said 28.50 foot radius curve in a southeasterly direction, through a central angle of 26° 42' 36" a distance of 13.29 feet; thence South 01° 33' 23" West a distance of 1.50 feet to the beginning of a 35.00 foot radius curve, the center of which bears North 01° 33' 23" East 35.00 feet distant; thence along the arc of said 35.00 foot radius curve in a northwesterly direction, through a central angle of 15° 02' 09" a distance of 9.18 feet to the point of beginning.

Contains an area of 2423 square feet, more or less.

- G. That portion of the above identified parcel in the NW 1/4 of Section 33, Township 24 North, Range 4 East, W. M., in King County, Washington as deeded to the City of Tukwila. Said easement more particularly described as follows:

Commencing at the southwest corner of said parcel and the easterly margin of East Marginal Way; thence North 22° 32' 00" West (bearings refer to Washington Coordinate System, North Zone) along said easterly margin a distance of 204.79 feet to the beginning of a 2932.49 foot radius tangent curve to the left; thence along the arc of said 2932.49 foot radius curve and easterly margin, in a northwesterly direction, through a central angle of 15° 24' 46" a distance of 788.86 feet to the point of beginning; thence continuing along the arc of said 2932.49 foot radius curve and easterly margin, in a northwesterly direction, through a central angle of 03° 51' 07" a distance of 197.15 feet; thence South 52° 45' 58" East a distance of 28.22 feet; thence North 48° 44' 32" East a distance of 2.00 feet to the beginning of a 2939.99 foot radius curve to the right, the center of which bears South 48° 44' 32" West, 2939.99 feet distant; thence along the arc of said 2939.99 foot radius curve in a southeasterly direction, through a central angle of 02° 46' 17" a distance of 142.20 feet; thence South 51° 30' 49" West a distance of 2.00 feet; thence South 26° 58' 41" East a distance of 28.22 feet to the point of beginning.

TOGETHER WITH commencing at the southwest corner of said parcel; thence North 22° 32' 00" West along said easterly margin a distance of 204.79 feet to the beginning of a 2932.49 foot radius tangent curve to the left; thence along the arc of said 2932.49 foot radius curve and easterly margin, in a northwesterly direction, through a central angle of 23° 27' 00" a distance of 1200.21 feet to the point of beginning. Said point being the beginning of a 85.00 foot radius non-tangent curve to the right, the center of which bears North 76° 33' 45" East 85.00 feet distant; thence along the arc of said 85.00 foot radius curve in a northerly direction, through a central angle of 28° 49' 19" a distance of 42.76 feet; thence South 74° 36' 56" East a distance of 10.00 feet to the beginning of a 75.00 foot radius non-tangent curve, the center of which bears South 74° 36' 56" East 75.00 feet distant; thence along the arc of said 75.00 foot radius curve in a southerly direction, through a central angle of 44° 26' 17" a distance of 58.17 feet to said easterly margin of East Marginal Way, and the beginning of a 2932.49 foot radius non-tangent curve to the left, the center of which bears South 44° 29' 01" West 2932.49 feet distant; thence along the arc of said 2932.49 foot radius curve and easterly margin through a central angle of 00° 28' 00" a distance of 23.89 feet to the point of beginning.

Contains an area of 1710 square feet, more or less.

GRANTEE or its agents shall have the right without prior institution of any suit or proceeding at law, at

such times as may be necessary, to enter upon said easement area for the purposes herein described, provided that such work shall be accomplished in such a manner that the improvements existing in said working area shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed, they shall be replaced in as good condition as they were immediately before the property was entered upon by the City.

GRANTOR shall have the right to use said property for any other legal purpose not inconsistent with the rights herein granted, except that the GRANTOR hereby agrees that no building, fence, rockery, trees, shrubbery, or obstruction of any kind shall be erected or planted, or any fill material placed within the boundaries of said easement area without the written permission of the City of Tukwila.

Purpose: The GRANTEE shall have the right to construct, operate, and maintain its street, traffic control improvement, and appurtenances including street widening, payment overlays, curb, and gutters, sidewalk, landscaping, storm drainage, illumination, and traffic signals as necessary to increase capacity and improve safety over, under, across, and along the described properties in King County, Washington.

KING COUNTY

BY: _____
Gary Locke, King County Executive

DATE: _____

APPROVED AS TO FORM:

BY:  _____
Deputy Prosecuting Attorney

Terms and conditions applicable to the street and traffic control improvement easement.

1. **NOTIFICATION.** Prior to the start of any construction or maintenance, the GRANTEE shall notify the King County Airport Division at 296-7380.
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, by mutual negotiations, 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 was authorized to execute the said instrument.

GIVEN under my hand and official seal this _____ day of _____, 1996.

 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.

GIVEN under my hand and official seal this _____ day of _____, 1996.

 NOTARY PUBLIC in and for the State

My appointment expires: _____