

November 22, 1996  
CT:nhcease

Introduced By:

MAGGI FIMIA  
CHRISTOPHER VANCE  
GREG NICKELS  
KENT PULLEN

Proposed No.:

**96 - 1029**

MOTION NO. **10035**

A MOTION authorizing the executive to grant an easement to the City of Kent for public safety purposes at the King County Natural Medicine Clinic in Council District 13.

WHEREAS, under King County Ordinance 12045, Section 11 the King County council may authorize the King County executive to grant easements over county property, and

WHEREAS, King County owns a parcel of property in Council District 13 known as the Aukeen District Court property, and

WHEREAS, the Natural Medicine Clinic operated by Community Health Centers of King County is partially located on the Aukeen District Court property, and

WHEREAS, the City of Kent is requiring that it be granted an easement for public safety purposes as a condition of issuing the final occupancy permit for the Natural Medicine Clinic and so that Uniform Building Code requirements for fire safety can be met, and

WHEREAS, the prosecuting attorney's office has approved the easement as to form and the custodial agency, the King County district courts, has no objection to the granting of an 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 King County Council finds that the granting of this easement will not interfere with the use of the property by the district court, and that the rights requested by the City of Kent are surplus to the county's present and foreseeable needs;

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

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 an easement, substantially in the form of Exhibit A, for public safety purposes across the following described property situated in King County, Washington:

Beginning at the intersection of a point 367.42 ft. North of the South boundary line of the S.W. Russell D.C. #41 with the East line of Section 25, Township 22 North, Range 4 East, W.M.; thence West along the South margin of So. 259<sup>th</sup> St. 187.12 ft.; thence S.00-35-50 W. 64 ft. to the True Point of Beginning; thence continuing S.00-35-50 W. 52 ft.; thence East parallel to the South margin of So. 259<sup>th</sup> St. 20 ft.; thence N.00-35-50 E. parallel to said West line 52 ft.; thence West parallel to the South margin of So. 259<sup>th</sup> St. to point of beginning.

PASSED by a vote of 12 to 0 this 23<sup>rd</sup> day of December,

19 96

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Kent Pullen

ATTEST:

Jane Hogue  
CHAIR

Gerald A. Peterson  
Clerk of the Council

Attachment: Easement Agreement

100357

MAIL TO:  
 CITY OF KENT  
 BUILDING OFFICIAL  
 220 4<sup>th</sup> Avenue South  
 Kent, WA 98032

EASEMENT

Reference Number:	N/A
Grantor:	King County, Washington
Grantee:	City of Kent, Washington
Legal Description:	S.W. Russell Donation Claim #41, Section 25, Township 22 North, Range 4 East, W.M.
Assessor's Property Tax Parcel:	000660-0043

THIS INSTRUMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between KING COUNTY, a political subdivision of the State of Washington, hereinafter called "Grantors" and the CITY OF KENT, a municipal corporation of King County, State of Washington, hereinafter called "Grantee".

WITNESSETH:

That Grantors for and in consideration of mutual benefits derived and/or other valuable consideration, receipt of which is hereby acknowledged by Grantors, do by these presents grant, bargain, sell, convey, and confirm unto the Grantee, its successors and/or assigns, an easement for ingress and egress for public safety purposes with necessary appurtenances, including use of immediately adjacent incidental areas over, through, across and upon the following described property situated in King County, Washington, more particularly described as follows:

Beginning at the intersection of a point 367.42 ft. North of the South boundary line of the S.W. Russell D.C. #41 with the East line of Section 25, Township 22 North, Range 4 East, W.M.; thence West along the South margin of So. 259<sup>th</sup> St. 187.12 ft.; thence S.00-35-50 W. 64 ft. to the True Point of Beginning; thence continuing S.00-35-50 W. 52 ft.; thence East parallel to the South margin of So. 259<sup>th</sup> St. 20 ft.; thence N.00-35-50 E. parallel to said West line 52 ft.; thence West parallel to the South margin of So. 259<sup>th</sup> St. to point of beginning.

As further consideration for the benefits mutually derived from this easement agreement, and in fulfillment of Uniform Building Code, 1994 edition ("UBC") requirements, Grantor shall keep the property described above essentially unobstructed from the ground to the sky.

Grantee shall have the right without prior institution of suit or proceeding at law, at times as may be necessary, to enter upon the property described above and immediately adjacent areas, together with any equipment Grantee deems necessary, for any and all public safety purposes without incurring any legal obligation or liability therefore; provided that Grantee shall use its best efforts when exercising its rights under this easement, to refrain from disturbing or destroying the private improvements existing within the easement area, including all incidental areas; however, in the event any of Grantor's improvements are disturbed or destroyed, no liability shall be assessed and no damages shall accrue to Grantee as a result of Grantee's good faith exercise of its rights under this easement.

The Grantor shall retain the right to use the surface of this easement including said incidental areas so long as said use does not interfere with the uses heretofore defined. Under no circumstances shall any permanent structures be placed or erected on this easement.

This easement shall be a covenant running with the land and shall be binding on the Grantor's successors, heirs and assigns, but shall automatically terminate when the buildings now occupied under City of Kent Building Occupancy Certificate # \_\_\_\_\_ are removed from the site or when pertinent building regulations no longer require the provision of a public safety easement, whichever occurs first.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WASHINGTON            )  
  )  
COUNTY OF KING                )

I certify that \_\_\_\_\_ signed this instrument, on oath stated that he was authorized by the King County Executive 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.

Dated \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington, residing at

\_\_\_\_\_  
My appointment expires \_\_\_\_\_.