

A MOTION authorizing the County Executive to grant an Easement in favor of the City of Kent.

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WHEREAS, the City of Kent has made plans to install and maintain a sewer trunk line with connections, manholes, and appurtenances on certain lands owned by King County, and located in the Kent Neighborhood Park #5, and

WHEREAS, the City of Kent has bargained for a perpetual easement over, across, along, in, upon, and under the aforementioned County lands to be conveyed to the City of Kent for the purpose of installing and maintaining a sewer trunk line with connections, manholes and appurtenances, and

WHEREAS, the King County Council has determined it to be necessary and in the best interests of the citizens of King County that the said easement be granted in and for the consideration of mutual benefits, together with the right of King County to make a side sewer connection at no charge to the County,

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

The County Executive is hereby authorized to sign and deliver the necessary sewer trunk line easement, granting to the City of Kent, an easement over, across, along, in, upon and under County owned property situated in King County and more particularly described as follows:

That portion of the SW 1/4 of the NE 1/4 of Section 17, Township 22 North, Range 5 East, W.M., described as follows: A strip of land 10 feet in width extending for 5 feet each side of the following described centerline: Beginning at the N.E. corner of said subdivision; thence No. 88°16'08" West along the North line of said subdivision 89.03 feet to the true point of beginning of said centerline; thence So. 9°57'28" East 341.85 feet to an angle point; thence So. 88°19'52" East 24 feet to the East line of said subdivision and the end of said centerline.

Together with, a temporary right of way or easement to be used only during construction of sanitary sewers on adjacent property. The said temporary right of way or easement shall be through and across the property described herein, situated in King County, Washington, and more particularly described as follows:

A strip of land 40 feet in width extending for 20 feet each side of the centerline described herein.

PASSED this 20th day of May, 1975.

ATTEST:

Dorothy M. Owens
CLERK OF THE COUNCIL

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON
Bill Kearns
CHAIRMAN OF THE COUNCIL

0 copy

THIS AGREEMENT made this _____ day of _____, 19____, by and between King County, a political subdivision of the State of Washington, hereinafter termed the Grantor, and the City of Kent, hereinafter termed the Grantee,

WITNESSETH:

That for and in consideration of mutual benefits, together with the right of the said Grantor to make side sewer connection, at no charge to the Grantor for said connection, the Grantor herein does by these presents, grant unto the Grantee, its successors and assigns, an easement and right of way over, through, under, across, and upon the following described real property situate in King County, Washington, to-wit:

That portion of the SW 1/4 of the NE 1/4 of Section 17, Township 22 No., Rge 5 East, W.M., described as follows: A strip of land 10 feet in width extending for 5 feet each side of the following described centerline: Beginning at the NE corner of said subdivision; thence No. $88^{\circ}16'08''$ West along the North line of said subdivision 89.03 feet to the true point of beginning of said centerline; thence So. $9^{\circ}57'28''$ East 341.85 feet to an angle point; thence So. $88^{\circ}19'52''$ East 24 feet to the East line of said subdivision and the end of said centerline.

Together with, a temporary right of way or easement to be used only during construction of sanitary sewers on adjacent property. The said temporary right of way or easement shall be through and across the property described herein, situated in King County, Washington, and more particularly described as follows:

A strip of land 40 feet in width extending for 20 feet each side of the centerline described herein.

Said easement being for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing, and using a sanitary sewer line or lines with all connections, manholes and appurtenances thereto, together with the right of ingress and egress to and from said described property for the foregoing purposes.

The Grantor and the Grantee herein, by accepting and recording this easement, mutually covenant and agree as follows:

1. The City of Kent shall upon completion of any initial construction of any facilities described herein and before the termination of the above described temporary construction easement remove all debris and restore the surface of the above described property as nearly as possible to the condition in which it existed at the date of this agreement.

2. The City of Kent shall if the above described property is disturbed by the maintenance, removal, repair, or replacement of the facilities specified herein, restore the surface of the above described property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.

3. The City of Kent shall protect and save harmless the Grantor from and against any and all claims, demands, loss, damage, expense and liability of every kind and description including personal injury and for any damage to or loss or destruction of property whatsoever suffered by the Grantor, their heirs, successors and assigns, or by any persons, firms or corporations, because of the construction and/or maintenance of said facilities.

4. All right, title and interest which may be used and enjoyed without interfering with the easement rights herein conveyed are 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 permanent easement area at any time or within the temporary construction easement area until such temporary construction easement shall have been terminated shall be deemed an interference with said easement rights and as to such structures the provisions of Paragraphs 1, 2 and 3 shall not apply.

5. 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 County, and the grantee shall restore the area to its original condition without cost to the County.

DATED this _____ day of _____, 19____.

KING COUNTY, WASHINGTON

JOHN D. SPELLMAN, King County Executive

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this _____ day of _____, 19____, personally appeared before me, John D. Spellman, 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.

NOTARY PUBLIC in and for the State of Washington
Residing at _____

CITY OF KENT

CITY MAYOR

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this _____ day of _____, 19____, personally appeared before me, _____, to me known to be the City Mayor of the City of Kent, Washington, the person who signed the above and foregoing instrument for the City of Kent, 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 Kent and that he was authorized to so sign.

NOTARY PUBLIC in and for the State of Washington
Residing at _____

APPROVED AS TO FORM & LEGALITY:

J. Richard Givich
Deputy Prosecuting Attorney

Date Dec 27, 1974



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MOTION NO. 1999

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2 A MOTION authorizing the County Executive
3 to execute and submit a grant application
4 to the State Law and Justice Planning Office
5 for funds in the amount of \$8,000 to enable
6 the Defender Association to implement the
7 1975 Summer Intern Program, King County
8 File No. 534.

9 WHEREAS, the Omnibus Crime Control and Safe Streets Act of
10 1968, as amended, provides for the award of grants by the Law
11 Enforcement Assistance Administration, U.S. Department of Justice,
12 through the Washington State Law and Justice Planning Office, and

13 WHEREAS, the King County Council recognizes the need for
14 effective legal representation of indigents charged with crimes,
15 and

16 WHEREAS, the King County Council finds that the Summer
17 Intern Program of the Defender Association will provide benefits
18 to the public in the form of increased respect and understanding
19 of the criminal justice system, and

20 WHEREAS, King County recognizes its obligation to provide
21 approximately \$444 in a cash match for support of this project,

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

23 1. The King County Executive is hereby authorized to make
24 application for funds in the amount of \$8,000 to the State Law
25 and Justice Planning Office on behalf of King County;

26 2. The County Executive is hereby authorized and directed
27 to file and execute such application and contracts as are required
28 by the State;

29 3. The Federal/State Relations Division is named the
30 authorized correspondent for King County and is further authorized
31 to furnish such additional information and documents as may be
32 required by the State;

33 4. The County Executive is also authorized to enter into
and execute such subcontracts as are necessary for the implementa-
tion of the project.

1996

MOTION NO. _____

A MOTION relating to acceptance of the Emergency Medical Services Citizens Advisory Committee Report dated January 21, 1975, and an addendum dated March 26, 1975, and requesting the Executive to prepare contracts for Medic I services with the Cities of Seattle and Bellevue.

BE IT MOVED by the Council of King County:

1. The County Executive is requested to prepare and submit for Council review a contract with the City of Bellevue to provide Medic I services in adjacent unincorporated areas, and

2. The County Executive is requested to prepare and submit for Council review a contract with the City of Seattle to provide Medic I services in adjacent unincorporated areas, and

3. The County Council accepts as County policy the report of the Citizens Advisory Committee dated January 21, 1975, and an addendum dated March 26, 1975, with the following changes:

A. The second sentence of the report is changed to read: "This program is to have a minimum of three operational paramedic teams by the end of 1975, one in North/Northeast County, one in South County and one in Southwest County."

B. The second sentence of sub-paragraph 1) of the report is changed to read: "Training of first personnel is to start no later than 1 September, 1975."

C. In the addendum section titled "Administration", paragraph one is changed to read: "Paramedics should be selected and trained by King County. Paramedics must be employed in a program approved by King County. Paramedics should be under dispatch control of the local service area."

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