

July 11, 1994
AT/mms

Introduced By: Audrey Gruger

Proposed No.: 93-827

ORDINANCE NO. **11408**

AN ORDINANCE authorizing the vacation of a portion of Northeast 138th Street - V-2078; and authorizing the Executive to execute utility service easements; Petitioners: King County Department of Public Works for King County Department of Parks, Planning and Resources.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. This ordinance adopts and incorporates findings 1 through 4 and finding 8 of the June 3, 1994, report of the zoning and subdivision examiner filed with the clerk of the council on June 23, 1994 and the additional findings listed below regarding a proposal to vacate a portion of Northeast 138th Street, submitted by the King County Department of Public Works for King County Department of Parks, Planning and Resources, as described in Public Works road vacation file no. V-2078.

FINDINGS:

1. The King County parks, planning and resources department has requested the vacation of a portion of Northeast 138th Street where it divides King County's Big Finn Hill Park in order to improve the park, make it more compatible with surrounding residential areas and reduce the potential for injury to park users from auto traffic.

2. The department of public works has notified the various utilities serving the area and has been advised that all required easements have been obtained.

3. Concerns regarding impacts upon neighborhood traffic circulation and emergency vehicle access have been resolved and no utility or other public agency objects to the proposed vacation.

1 4. Vehicle traffic that currently uses this portion of
2 Northeast 138th Street can be accommodated on nearby
3 alternative routes without producing unacceptable reductions
4 in the level of service on those roads.

5 5. By ordinance 10703, the council adopted the
6 Northshore Community Plan Update with a list of recommended
7 transportation facility improvements that included a high-
8 priority project (N-80) for pedestrian/bicyclist safety
9 improvements to a nearby road that would receive some of the
10 traffic currently using Northeast 138th Street.

11 6. The portion of Northeast 138th Street to be vacated
12 is not useful as part of the county road system and its
13 vacation will be benefit the public.

14 SECTION 2. The council, on the 11th day of July,
15 1994, hereby vacates and abandons that portion of Northeast
16 138th Street described as follows:

17 That portion of the north half of the south half section 24,
18 township 26 north, range 4 east, W.M., King County,
19 Washington, described as follows: all that right-of-way known
20 as Northeast 138th Street (AKA Andrew Jutila Road No. 2538)
21 lying easterly of Juanita Drive Northeast and lying westerly
22 of the west line of the east half of the northeast quarter of
23 the southeast quarter of said section 24.

24
25 The vacation area contains approximately 131,000 square feet.

No: _____

UTILITY EASEMENT

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 Puget Sound Power and Light Company, hereinafter termed the Grantee.

WITNESSETH:

That for and in consideration of mutual benefits, the Grantor herein does by these presents grant unto the Grantee, its successors, and assigns an easement and right-of-way to provide electrical service to King County facilities and/or King County tenants over, under, and upon the following described property situated in King County, Washington, to wit:

The North 10 feet of the East 300 feet of the following described property:

That portion of Northeast 138th Street as indicated on the proposed street vacation, records of King County under File No. VAC 2078, which upon vacation, will revert to the following abutting premises by operation of law:

The NW 1/4 of the NE 1/4 of the SE 1/4 of Section 24, Township 26 North, Range 4 East, W. M., King County, Washington.

Purpose: The Grantee shall have the right to construct, reconstruct, install, alter, operate, maintain, repair and remove its electrical power ("facilities") within the easement area, together with all necessary or reasonable appurtenances thereto. Provided service is to King County facilities and/or King County tenants.

The Grantor and Grantee herein, by accepting and recording this easement mutually covenant and agree to the terms and conditions described in detail in Appendix "A" attached hereto and by this reference made part of this agreement.

DATED this _____ day of _____, 19__.

GRANTEE:

GRANTOR: KING COUNTY, WASHINGTON

BY _____

BY Tim Hill

TITLE _____

TITLE County Executive

DATE _____

DATE _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

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.

GIVEN under my hand and official seal this _____ day of _____, 19__.

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

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this day personally appeared before me _____

to me known to be the person who signed the above and foregoing instrument 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 _____ 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 _____

APPROVED AS TO FORM:

BY _____
Deputy Prosecuting Attorney

DATE _____

APPENDIX "A"

Terms and conditions applicable to the easement granted by King County.

1. PERMIT REQUIRED

Before any work is performed under this agreement, Grantee must obtain a utility use permit from the Real Property Division.

2. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's negligent exercise of rights and privileges granted by this easement.

In the event it is necessary for the County to incur attorney's fees, legal expenses, and costs, these items shall be recoverable from the Grantee to the extent such items result from the negligence of the Grantee.

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.

3. GRANTOR'S USE OF RIGHT OF WAY

Grantor reserves the right to use the right of way for any purpose not inconsistent with the rights herein granted to Grantee; provided: that Grantor shall not construct or maintain any building or other structure on the right of way.

4. 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.

5. 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.

APPENDIX "A"6. TERMINATION AND ABANDONMENT

In the event that the Grantee abandones or discontinues the use of the easement for the purposes expressed in 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, Grantee will restore the property to the condition that existed before the installation of facilities, or to a condition that is satisfactory to the Grantor.

The Grantee shall complete removal and restoration within ninety (90) days after being notified that its easement has been terminated, revoked, or abandoned.

7. RESTORATION AFTER INSTALLATION

After any construction by the Grantee involving the use of Grantor's property, unless in conflict with King County construction agreement, if any, Grantee will return the Grantor's property to its original condition or to a reasonable condition satisfactory to the Grantor, by repairing any damage done to Grantor's property, including but not limited to: property damage to slopes, shrubbery, landscaping, fencing, roadway or structures.

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.

9. ACCESS

Grantee shall have the right of access across Grantor's property adjacent to the right of way to enable Grantee to exercise its rights hereunder, provided that Grantee shall compensate Grantor for any damage to said property caused by the exercise of said right of access.

10. CUTTING OF TREES

Grantee may cut or trim brush and trees standing or growing within the right of way, and with prior approval from Grantor, Grantee may cut or trim trees upon Grantor's property adjacent.

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 _____,
19 _____.

NOTARY PUBLIC in and for the State of
Washington residing at _____ M y
appointment expires _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that George E. Northcroft signed this instrument, on oath stated that he was
authorized by the King County Executive to execute the instrument, and acknowledged it as
the Director of the Department of Executive Administration 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 _____

APPENDIX "A"

Terms and conditions applicable to the easement granted by King County.

1. PERMIT REQUIRED. Before any work is performed under this agreement, Grantee must obtain a Right-of-way Construction Permit or a Utility Use Permit from the Real Property Division. Before any permit will be issued, Grantee must submit complete plans and specifications of the proposed project, including details of landscaping, and comply with any and all other provisions as more specifically set forth in the permit application.
2. RESTORATION AFTER INSTALLATION. After any construction by the Grantee involving the use of Grantor's property, Grantee will return the Grantor's property to its original condition, or to a condition satisfactory to the Grantor by repairing any damage done to Grantor's property including but not limited to property damage to slopes, shrubbery, landscaping, fencing, roadway, or structures.
3. DAMAGES. If any damage is caused by reason of performing any act authorized by this easement, Grantee will promptly pay the damaged party the amount necessary to put the damaged party in the position he would have been in had the damage not occurred.

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.

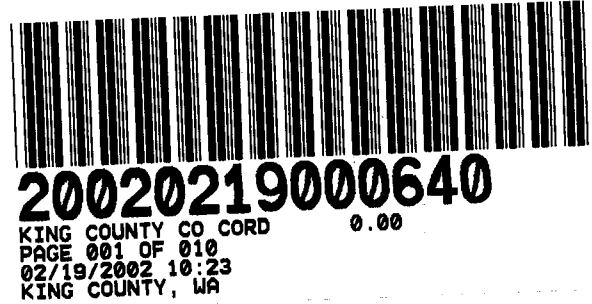
4. EMERGENCY SITUATIONS. In the event of an emergency, the Grantee will take immediate steps to perform any necessary repairs. If the Grantee fails to perform any necessary repairs, the Grantor may do all work necessary at the sole cost and expense of Grantee.
5. ASSESSMENTS. Grantor and its property 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.
6. INDEMNITY AND HOLD HARMLESS. The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's negligent exercise of rights and privileges granted by this easement.

In the event it is necessary for the County to incur attorney's fees, legal expenses, and costs, these items shall be recoverable from the Grantee to the extent such items result from the negligence of the Grantee.

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.

7. NON-EXCLUSIVE EASEMENT. This easement is not exclusive. It does not prohibit King County from granting other easements of a similar nature or easements for other public or private utilities in, under, over, and across any County property.

Return Address:
Clerk of the Council
Metropolitan King County Council
Room W 1025 King County Courthouse
Seattle, WA 98104



Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)
1. **Ordinance 11408 AN ORDINANCE authorizing the vacation of a portion of Northeast 138th Street - V-2078; and authorizing the Executive to execute utility service easement; Petitioners: King County Department of Public Works for King County Department of Parks, Planning and Resources.**

Reference Number(s) of Documents assigned or released:
Additional reference #'s on page _____ of document

Grantor(s) (Last name, first name, initials)
1. **King County, Washington**
Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)
That portion of the north half of the south half section 24, township 26 north, range 4 east, W.M.,
Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

2002 021 9000640

July 11, 1994
AT/mms

Introduced By: Audrey Gruger

Proposed No.: 93-827

ORDINANCE NO. **11408**

AN ORDINANCE authorizing the vacation of a portion of Northeast 138th Street - V-2078; and authorizing the Executive to execute utility service easements;
Petitioners: King County Department of Public Works for King County Department of Parks, Planning and Resources.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. This ordinance adopts and incorporates findings 1 through 4 and finding 8 of the June 3, 1994, report of the zoning and subdivision examiner filed with the clerk of the council on June 23, 1994 and the additional findings listed below regarding a proposal to vacate a portion of Northeast 138th Street, submitted by the King County Department of Public Works for King County Department of Parks, Planning and Resources, as described in Public Works road vacation file no. V-2078.

FINDINGS:

1. The King County parks, planning and resources department has requested the vacation of a portion of Northeast 138th Street where it divides King County's Big Finn Hill Park in order to improve the park, make it more compatible with surrounding residential areas and reduce the potential for injury to park users from auto traffic.
2. The department of public works has notified the various utilities serving the area and has been advised that all required easements have been obtained.
3. Concerns regarding impacts upon neighborhood traffic circulation and emergency vehicle access have been resolved and no utility or other public agency objects to the proposed vacation.

2002 021 9000643

1 4. Vehicle traffic that currently uses this portion of
2 Northeast 138th Street can be accommodated on nearby
3 alternative routes without producing unacceptable reductions
4 in the level of service on those roads.

5 5. By ordinance 10703, the council adopted the
6 Northshore Community Plan Update with a list of recommended
7 transportation facility improvements that included a high-
8 priority project (N-80) for pedestrian/bicyclist safety
9 improvements to a nearby road that would receive some of the
10 traffic currently using Northeast 138th Street.

11 6. The portion of Northeast 138th Street to be vacated
12 is not useful as part of the county road system and its
13 vacation will be benefit the public.

14 SECTION 2. The council, on the 11th day of July,
15 1994, hereby vacates and abandons that portion of Northeast
16 138th Street described as follows:

17 That portion of the north half of the south half section 24,
18 township 26 north, range 4 east, W.M., King County,
19 Washington, described as follows: all that right-of-way known
20 as Northeast 138th Street (AKA Andrew Jutila Road No. 2538)
21 lying easterly of Juanita Drive Northeast and lying westerly
22 of the west line of the east half of the northeast quarter of
23 the southeast quarter of said section 24.

24 The vacation area contains approximately 131,000 square feet.
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2002 021 9000645

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SECTION 3. The King County executive is hereby

authorized to execute an electrical and water and sewer service easement, substantially in the form of Attachments A and B to Puget Sound Power and Light and Northshore Utility District for their facilities located on county property.

The easement area is generally described as follows:

The north 10 feet of the east 300 feet of that portion of vacated Northeast 138th Street; and the east 20 feet of the south 35 feet of the north 666 feet of the west half of the northeast quarter of the southeast quarter of section 24, township 26 north, range 4 east. W.M.

INTRODUCED AND READ for the first time this 15th day of November, 1993.

PASSED this 11th day of July, 1994.

Passed by a vote of 11-0.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Kent Pullen
Chair

ATTEST:

Ronald A. Peterson
Clerk of the Council

APPROVED this 20th day of July, 1994.

Sam Loh
King County Executive

Attachments:

- A. Utility Easement, Puget Sound Power and Light Company.
- B. Utility Easement, Northshore Utility District.

No: _____

UTILITY EASEMENT

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 Puget Sound Power and Light Company, hereinafter termed the Grantee.

WITNESSETH:

That for and in consideration of mutual benefits, the Grantor herein does by these presents grant unto the Grantee, its successors, and assigns an easement and right-of-way to provide electrical service to King County facilities and/or King County tenants over, under, and upon the following described property situated in King County, Washington, to wit:

The North 10 feet of the East 300 feet of the following described property:

That portion of Northeast 138th Street as indicated on the proposed street vacation, records of King County under File No. VAC 2078, which upon vacation, will revert to the following abutting premises by operation of law:

The NW 1/4 of the NE 1/4 of the SE 1/4 of Section 24, Township 26 North, Range 4 East, W. M., King County, Washington.

2002 021 9000649

Purpose: The Grantee shall have the right to construct, reconstruct, install, alter, operate, maintain, repair and remove its electrical power ("facilities") within the easement area, together with all necessary or reasonable appurtenances thereto. Provided service is to King County facilities and/or King County tenants.

The Grantor and Grantee herein, by accepting and recording this easement mutually covenant and agree to the terms and conditions described in detail in Appendix "A" attached hereto and by this reference made part of this agreement.

DATED this _____ day of _____, 19__.

GRANTEE:

GRANTOR: KING COUNTY, WASHINGTON

BY _____

BY _____
Tim Hill

TITLE _____

TITLE County Executive

DATE _____

DATE _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

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.

GIVEN under my hand and official seal this _____ day of _____,
19__.

NOTARY PUBLIC in and for the State
of Washington residing at

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this day personally appeared before me _____

to me known to be the person who signed the above and foregoing instrument 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 _____
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

APPROVED AS TO FORM:

BY _____
Deputy Prosecuting Attorney

DATE _____

2002 021 9000649

APPENDIX "A"

Terms and conditions applicable to the easement granted by King County.

1. PERMIT REQUIRED

Before any work is performed under this agreement, Grantee must obtain a utility use permit from the Real Property Division.

2. INDEMNITY AND HOLD HARMLESS

The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's negligent exercise of rights and privileges granted by this easement.

In the event it is necessary for the County to incur attorney's fees, legal expenses, and costs, these items shall be recoverable from the Grantee to the extent such items result from the negligence of the Grantee.

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.

3. GRANTOR'S USE OF RIGHT OF WAY

Grantor reserves the right to use the right of way for any purpose not inconsistent with the rights herein granted to Grantee; provided: that Grantor shall not construct or maintain any building or other structure on the right of way.

4. 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.

5. 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.

2002 021 9000640

APPENDIX "A"6. TERMINATION AND ABANDONMENT

In the event that the Grantee abandones or discontinues the use of the easement for the purposes expressed in 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, Grantee will restore the property to the condition that existed before the installation of facilities, or to a condition that is satisfactory to the Grantor.

The Grantee shall complete removal and restoration within ninety (90) days after being notified that its easement has been terminated, revoked, or abandoned.

7. RESTORATION AFTER INSTALLATION

After any construction by the Grantee involving the use of Grantor's property, unless in conflict with King County construction agreement, if any, Grantee will return the Grantor's property to its original condition or to a reasonable condition satisfactory to the Grantor, by repairing any damage done to Grantor's property, including but not limited to: property damage to slopes, shrubbery, landscaping, fencing, roadway or structures.

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.

9. ACCESS

Grantee shall have the right of access across Grantor's property adjacent to the right of way to enable Grantee to exercise its rights hereunder, provided that Grantee shall compensate Grantor for any damage to said property caused by the exercise of said right of access.

10. CUTTING OF TREES

Grantee may cut or trim brush and trees standing or growing within the right of way, and with prior approval from Grantor, Grantee may cut or trim trees upon Grantor's property adjacent.

2002 021 9000649

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 _____,
19 ____.

NOTARY PUBLIC in and for the State of
Washington residing at _____ M y
appointment expires _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that George E. Northcroft signed this instrument, on oath stated that he was
authorized by the King County Executive to execute the instrument, and acknowledged it as
the Director of the Department of Executive Administration 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 _____

2002 021 9000640

APPENDIX "A"

Terms and conditions applicable to the easement granted by King County.

1. PERMIT REQUIRED. Before any work is performed under this agreement, Grantee must obtain a Right-of-way Construction Permit or a Utility Use Permit from the Real Property Division. Before any permit will be issued, Grantee must submit complete plans and specifications of the proposed project, including details of landscaping, and comply with any and all other provisions as more specifically set forth in the permit application.

2. RESTORATION AFTER INSTALLATION. After any construction by the Grantee involving the use of Grantor's property, Grantee will return the Grantor's property to its original condition, or to a condition satisfactory to the Grantor by repairing any damage done to Grantor's property including but not limited to property damage to slopes, shrubbery, landscaping, fencing, roadway, or structures.

3. DAMAGES. If any damage is caused by reason of performing any act authorized by this easement, Grantee will promptly pay the damaged party the amount necessary to put the damaged party in the position he would have been in had the damage not occurred.

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.

4. EMERGENCY SITUATIONS. In the event of an emergency, the Grantee will take immediate steps to perform any necessary repairs. If the Grantee fails to perform any necessary repairs, the Grantor may do all work necessary at the sole cost and expense of Grantee.

5. 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.

6. INDEMNITY AND HOLD HARMLESS. The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's negligent exercise of rights and privileges granted by this easement.

In the event it is necessary for the County to incur attorney's fees, legal expenses, and costs, these items shall be recoverable from the Grantee to the extent such items result from the negligence of the Grantee.

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.

7. NON-EXCLUSIVE EASEMENT. This easement is not exclusive. It does not prohibit King County from granting other easements of a similar nature or easements for other public or private utilities in, under, over, and across any County property.

2002 021 9000649