



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

August 29, 2005

Ordinance 15259

Proposed No. 2005-0285.1

Sponsors Irons

1 AN ORDINANCE approving a sign easement for the
2 Overdale Park Homeowners Association to install and
3 maintain information sign in council district 12 and
4 authorizing the executive to execute an easement
5 agreement.

6
7

8 **STATEMENT OF FACTS:**

- 9 1. Under K.C.C. 4.56.010, the King County council may authorize the
10 King County executive to grant an easement on county property.
- 11 2. The Overdale Park Homeowners Association has requested a sign
12 easement in council district 12 to install, operate, and maintain an
13 informational sign to identify Overdale Park Homeowners Association
14 residential subdivision.
- 15 3. During the construction and new alignment of the North Spar/Issaquah
16 Fall City Road Realignment project, King County acquired Parcel No.
17 2224069026 in order to complete a portion of the road project. The

18 Overdale Park Homeowners Association was required to remove an
19 existing sign located at the corner of SE 58th Street and Issaquah-Fall City
20 Road from the parcel acquired by King County.

21 4. The department of transportation, road services division, agreed to
22 provide the Association with a permanent easement for the installation and
23 placement of a new informational sign identifying the Overdale Park
24 Homeowners Association and recommends the council's approval of the
25 informational sign easement.

26 5. In consideration of the granting of a signage easement, the Overdale
27 Park Homeowners Association has agreed to pay one thousand three
28 hundred fourteen dollars for four hundred and fifteen feet of land area.

29 6. The easement request has been referred to the relevant county
30 departments for review.

31 7. The King County executive has recommended approval of this
32 easement request.

33 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

34 SECTION 1. The King County executive is authorized to grant a sign easement
35 and all necessary appurtenances, substantially in the form of Attachment A to this
36 ordinance, for the following described property:

37 THAT PORTION OF THE SOUTH HALF OF SECTION 22
38 TOWNSHIP 24 NORTH, RANGE 6 EAST W.M., IN KING COUNTY,
39 WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT
40 THE SOUTHEAST CORNER OF LOT 92 IN THE PLAT OF

41 OVERDALE PARK NO. 3 AS RECORDED IN VOLUME 60 OF
42 PLATS, PAGE 84, RECORDS OF KING COUNTY, WASHINGTON;
43 THENCE ALONG A CURVE TO THE RIGHT FROM WHICH THE
44 CENTER BEARS SO $0^{\circ}29'34''$ E 347.70 FEET DISTANT. THENCE
45 EASTERLY ALONG SAID CURVE ALSO BEING THE NORTHERLY
46 RIGHT OF WAY MARGIN OF SE 68TH STREET (AS ESTABLISHED
47 PER PLAT OF OVERDALE PARK NO. 3) THROUGH A CENTRAL
48 ANGLE OF $7^{\circ}24'08''$ AN ARC LENGTH OF 44.92 FEET TO THE
49 POINT OF BEGINNING OF SAID EASEMENT; THENCE
50 CONTINUING ALONG SAID CURVE AND MARGIN THROUGH A
51 CENTRAL ANGLE OF $3^{\circ}57'18''$ AN ARC LENGTH OF 24.00
52 FEET; THENCE N $10^{\circ}51'52''$ E 18.00 FEET, TO A POINT ON A CURVE
53 TO THE LEFT FROM WHICH THE CENTER BEARS S $10^{\circ}51'52''$ W
54 365.70 FEET DISTANT; THENCE WESTERLY ALONG SAID CURVE
55 THROUGH A CENTRAL ANGLE OF $3^{\circ}57'18''$ AN ARC LENGTH OF

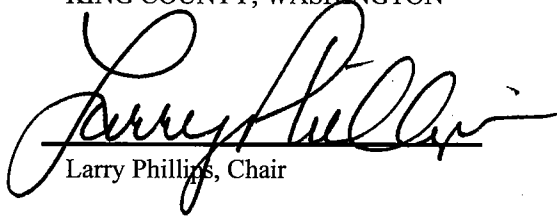
56 25.24 FEET; THENCE S 6°54'34"W 18.00 FEET TO THE POINT OF
57 BEGINNING.

58

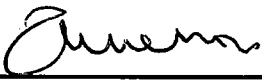
Ordinance 15259 was introduced on 7/18/2005 and passed by the Metropolitan King County Council on 8/29/2005, by the following vote:

Yes: 10 - Mr. Phillips, Mr. von Reichbauer, Ms. Lambert, Mr. Dunn, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague, Ms. Patterson and Mr. Constantine
No: 0
Excused: 3 - Ms. Edmonds, Mr. Pelz and Mr. Irons

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Phillips, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 2 day of September, 2005.


Ron Sims, County Executive

Attachments A. Sign Easement, B. Drawing of Easement Area

RECEIVED
2005 SEP - 7 PM 12:38
KING COUNTY COUNCIL
CLERK

2005-285

ATTACHMENT A

Reference No: Sign Easement
Grantor: King County, Washington
Grantee: Overdale Homeowners Association
Legal Des:
Tax ID No. N/A

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SIGN EASEMENT

THIS SIGN EASEMENT made this _____ day
of _____, 20____, between King County, a political subdivision of the
State of Washington, hereinafter called the Grantor, and Overdale Homeowners,
hereinafter call the Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of that certain parcel of land described as follows:

That portion of the southeast quarter of Section 22, Township 24 North, Range 6
East, W.M., in King County, Washington, described as follows:

Beginning at the northwest corner of said subdivision;
Thence south 88° 19' 16" east along the north line thereof 215.86 feet, more or
less, to the westerly margin of the Vaughn Hill (Issaquah) Road Number 28246-1;
Thence along said westerly margin on an arc of a curve to the left with a radius of
507.68 feet, 127.11 feet to point of tangency;
Thence continuing along said westerly margin south 15° 53' 37" west 156.00 feet;
Thence on the arc of a curve to the left with a radius of 347.696 feet 133.41 feet to
a point on the west line of said subdivision which is 248.94 feet southerly of the
point of beginning;
Thence north 1° 36' 43" east along said west line 248.94 feet to the point of
beginning;
EXCEPT the north 30 feet thereof.

The said Grantor, for an in consideration of one thousand three hundred and fourteen
dollars(\$1,314,00), do by these presents grant unto said Grantee, an informational sign
easement on a portion of the above described property more particularly described as
follows:

That portion of the south half of Section 22, Township 24 North, Range 6 East
W.M., in King County, Washington, described as follows: commencing at the
southeast corner of lot 92 in the Plat of Overdale Park No. 3 as recorded in
Volume 60 of Plats, Page 84, Records of King County, Washington;

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Thence along a curve to the right from which the center bears S 29° 34'E, 347.70 feet distant; Thence easterly along said curve also being the northerly right of way margin of Southeast 68th Street (as established per plat of Overdale Park No. 3) through a central angle of 7°24'08" an arc length of 44.92 feet to the point of beginning of said easement; Thence continuing along said curve and margin through a central angle of 3°57'18" an arc length of 24.00 feet; Thence N10°51'52"E, 18.00 feet, to a point on a curve to the left from which the center bears S 10 °51'52" W, 365.70 feet distant; Thence westerly along said curve through a central angle of 3°57'18" an arc length of 25.24 feet; Thence S 6 °54'34"W, 18.00 feet to the point of beginning.

Purpose: The Grantee shall have the rights to enter upon said property for the purpose of installing, erecting, and maintaining sign and appurtenances over, through, across, along and upon the above described property located in King County, Washington.

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

DATED this _____ day of _____, 20_____.

KING COUNTY, WASHINGTON

APPROVED AS TO FORM:

Calvin Hoggard, Manager
Real Estate Services Section

Deputy Prosecuting Attorney

DATED: _____

DATED: _____

APPENDIX

1. **Location of Sign Area.** The sign Area shall be located as being legally described and as shown on attach Exhibit B and hereto and made a part hereof.
2. **Use of Sign Area.** Grantee shall have the right to use the Sign Area to erect, maintain, and repair informational sign. Grantee may not advertise or promote any products or services in or on the Sign Area.
3. **Repair and Maintenance.** All costs and expenses relating to the installation and maintenance of sign shall be at the sole expense of the Grantee. The Grantee shall restore the affected areas to the same condition they were in immediately prior to such installation or maintenance.
4. **Compliance with Laws.** Grantee shall comply with all applicable ordinances, regulations and all other local, state and federal laws applicable to the Sign Area.
5. **Removal and Relocation.** In the event of any development by King County which includes use of the property encumbered by this easement. Grantee shall upon written request of King County, relocate or remove Grantee's sign and easement area at its own expense. Such relocation or removal shall be accomplished within 180 days of the date that the request is sent
6. **No Assignment:** Grantee may not transfer or otherwise assign any of its rights or interest granted under this Agreement.
7. **Landscaping.** Grantee shall have a right upon written notice and approval from Grantor to landscape, including planting or removal of shrubs, bushes, plants and trees within the designated sign easement area.
8. **Indemnity and Hold Harmless.** 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 or arises out of Grantee's exercise of rights and privileges granted by this easement. Grantee's obligations under this section shall include:
 - (a) The duty to promptly accept tender of defense and provide defense to the King County at the Grantee's own expense.
 - (b) Indemnification of claims made by the Grantee's own employees or agents.

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In the event it is necessary for the King County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Grantee.

In the event it is determined that RCW 4.24.115 applies to this easement agreement, Grantee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted there under, and specifically for its negligence concurrent with that of King County to the full extent of Grantee's negligence. Grantee agrees to defend, indemnify, and hold harmless the King County for claims by Grantee's employees and agrees to waiver of its immunity under Title 51 RCW, which waiver has been mutually negotiated by the parties, provided, such waiver is solely for the purposes of this indemnity and nothing wherein shall be construed to beneficiary person or entity other than the King County, provided that such waiver's is solely for the purposes for this indemnity and nothing herein shall be construed to beneficiary person or entity other than the King County.

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ATTACHMENT B

