

2004-267

Attachment A

FILED FOR RECORD AT REQUEST

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AFTER RECORDING RETURN TO:  
King County Property Services Division  
500 Fourth Avenue, Room 500A  
Seattle, WA 98104

Reference No: Directional Sign Easement/P-34-1001  
Grantor: King County, Washington  
Grantee: The Central Puget Sound Regional Transit Authority  
Legal Des: Portion of the Northwest Quarter of the Northwest Quarter of 35-25-05  
Tax ID No: 3225059216

**DIRECTIONAL SIGN EASEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between King County, a political subdivision of the State of Washington, hereinafter called  
the Grantor, The Central Puget Sound Regional Transit Authority, hereinafter called the  
Grantee.

**WITNESSETH**

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

King County is the owner of Lot 2 of the City of Bellevue Short Plat Number 81-  
17, recorded under Recording Number 8112039005, being a portion of the  
northwest quarter of the northeast quarter of Section 32, Township 25, Range 5  
East, Willamette Meridian, in King County, Washington.

The said Grantor, for and consideration of (\$1,104.00) One thousand one hundred and four  
Dollars, receipt of which is hereby acknowledged, do by these presents grant unto said  
Grantee, his or her heirs, successors and assigns, an directional sign (See Exhibit A)

easement over, through, across, and under the property hereinafter described, situated in King County, Washington, being more particularly described as follows:

**PERMANENT SIGN EASMENT 1:**

That portion of the following described Existing Tax Lot Parcel No. 322505-9216-09 which lies above an elevation of 110.0 feet, based upon the North American Vertical Datum of 1988 (NAVD'88); and which also lies easterly of a line radial to the NE 6th Line survey at Highway Engineer's Station (hereinafter referred to as HES) NE 6th 13+42.40 of "SR 405, N.E. 2nd St. Vic. to N.E. 8th St." and bearing an approval date of December 28, 2001, on file in the office of the Secretary of Transportation at Olympia, Washington, (said NE 6th Line survey is more particularly shown on that record of survey filed under AFN 20021127900008, records of King County); and which also lies westerly of a line radial to said NE 6th Line survey at HES NE 6th 13+52.46; and which also lies northerly of a line parallel with and 45.60 feet southerly from said NE 6th Line survey; and which also lies southerly of a line parallel with and 37.60 feet southerly from said NE 6th Line survey.

Said described Permanent Sign Easement No 1 contains 80 square feet, more or less  
Supplemental metes and bounds description of the (above described) Permanent Sign Easement No. 1, which lies above an elevation of 110.0 feet, based upon the North American Vertical Datum of 1988 (NAVD'88):

Commencing at the northeast corner of the Northeast Quarter of Section 32, Township 25 North, Range 5 East, WM.; thence along the north line of said Northeast Quarter, N 88°04'10" W a distance of 760.10 feet to the SR 405 Line survey of "SR 405, N.E. 2nd St. Vic. to N.E. 8th St." and bearing an approval date of December 28, 2001, on file in the office of the Secretary of Transportation at Olympia, Washington, (said SR 405 Line survey is more particularly shown on that record of survey filed under AFN 20021127900008, records of King County); thence along said SR 405 Line survey, S 00°17'07" W a distance of 690.98 feet to the NE 6th Line survey of said highway at Highway Engineer's Station (hereinafter referred to as HES) NE 6th 22+18.34, (said NE 6th Line survey is more particularly shown on said record of survey); thence along said NE 6th Line survey for the following five (5) courses, N 89°42'52" W a distance of 318.34 feet to HES NE 6th 19+00.00 and the beginning of a tangent curve to the right, concave to the north, with radius of 2007.92 feet; thence westerly along said curve, an arc length of 219.87 feet, through an angle of 06°16'26", to HES

NE 6th 16+80.13 and the beginning of a tangent reverse curve to the left, concave to the south, with radius of 984.25 feet; thence westerly along said curve, an arc length of 51.89 feet, through an angle of  $03^{\circ}01'14''$ , to HES NE 6th 16+28.24; thence  $N 86^{\circ}27'40'' W$  a distance of 273.85 feet to HES NE 6th 13+54.39 and the beginning of a tangent curve to the left, concave to the south, with radius of 5588.23 feet; thence westerly along said curve, an arc length of 1.93 feet, through an angle of  $00^{\circ}01'11''$ , to HES 13+52.46 and a point of non-tangency; thence leaving said NE 6th Line survey on a radial,  $S 03^{\circ}31'09'' W$  a distance of 37.60 feet to a point opposite HES NE 6th 13+52.46 on said NE 6th Line survey and 37.60 feet southerly there from, said point being the TRUE POINT OF BEGINNING; thence continuing  $S 03^{\circ}31'09'' W$  a distance of 8.00 feet to a point opposite HES NE 6th 13+52.46 on said NE 6th Line survey and 45.60 feet southerly there from and the beginning of a non-tangent curve to the left, concave to the south, the radius point of which bears  $S 03^{\circ}31'09'' W$  a distance of 5542.63 feet; thence westerly along said curve, an arc length of 9.98 feet, through an angle of  $00^{\circ}06'11''$  to a point of non-tangency opposite HES NE 6th 13+42.40 on said NE 6th Line survey and 45.60 feet southerly there from; thence  $N 03^{\circ}24'57'' E$  a distance of 8.00 feet to point opposite HES NE 6th 13+42.40 on said NE 6th Line survey and 37.60 feet southerly there from and the beginning of a non-tangent curve to the right, concave to the south, the radius point of which bears  $S 03^{\circ}24'57'' W$  a distance of 5550.63 feet; thence easterly along said curve, an arc length of 9.99 feet, through an angle of  $00^{\circ}06'11''$  to a point of non-tangency opposite HES NE 6th 13+52.46 on said NE 6th Line survey and 37.60 feet southerly there from and the true point of beginning.

### ***Permanent Sign Easement No. 2:***

That portion of the following described Existing Tax Lot Parcel No. 322505-9216-09 which lies above an elevation of 156.5 feet, based upon the North American Vertical Datum of 1988 (NAVD'88); and which also lies easterly of a line radial to the NE 6th Line survey at Highway Engineer's Station (hereinafter referred to as HES) NE 6th 13+45.92 of "SR 405, N.E. 2nd St. Vic. to N.E. 8th St." and bearing an approval date of December 28, 2001, on file in the office of the Secretary of Transportation at Olympia, Washington, (said NE 6th Line survey is more particularly shown on that record of survey filed under AFN 20021127900008, records of King County); and which also lies westerly of a line radial to said NE 6th Line survey at HES NE 6th 13+48.94; and which also lies northerly of a line parallel with and 37.60 feet southerly from said NE 6th Line survey.

Said described Permanent Sign Easement No. 2 contains 36 square feet, more or less. Supplemental metes and bounds description of the (above described) Permanent Sign Easement No. 2, which lies above an elevation of 156.5 feet, based upon the North American Vertical Datum of 1988 (NAVD'88):

Commencing at the northeast corner of the Northeast Quarter of Section 32, Township 25 North, Range 5 East, WM.; thence along the north line of said Northeast Quarter, N 88°04'10" W a distance of 760.10 feet to the SR 405 Line survey of "SR 405, N.E. 2nd St. Vic. to N.E. 8th St." and bearing an approval date of December 28, 2001, on file in the office of the Secretary of Transportation at Olympia, Washington, (said SR 405 Line survey is more particularly shown on that record of survey filed under AFN 20021127900008, records of King County); thence along said SR 405 Line survey, S 00°17'07" W a distance of 690.98 feet to the NE 6th Line survey of said highway at Highway Engineer's Station (hereinafter referred to as HES) NE 6th 22+18.34, (said NE 6th Line survey is more particularly shown on said record of survey); thence along said NE 6th Line survey for the following five (5) courses, N 89°42'52" W a distance of 318.34 feet to HES NE 6th 19+00.00 and the beginning of a tangent curve to the right, concave to the north, with radius of 2007.92 feet; thence westerly along said curve, an arc length of 219.87 feet, through an angle of 06°16'26", to HES NE 6th 16+80.13 and the beginning of a tangent reverse curve to the left, concave to the south, with radius of 984.25 feet; thence westerly along said curve, an arc length of 51.89 feet, through an angle of 03°01'14", to HES NE 6th 16+28.24; thence N 86°27'40" W a distance of 273.85 feet to HES NE 6th 13+54.39 and the beginning of a tangent curve to the left, concave to the south, with radius of 5588.23 feet; thence westerly along said curve, an arc length of 5.45 feet, through an angle of 00°03'21", to HES NE 6th 13+48.94 and a point of non-tangency; thence leaving said NE 6th Line survey on a radial, S 03°28'59" W a distance of 25.53 feet more or less to a point on the south line of that tract described in Exhibit 'A' of AFN 20020418000668, records of King County, said point being the TRUE POINT OF BEGINNING; thence continuing S 03°28'59" W a distance of 12.07 feet more or less to a point opposite HES NE 6th 13+48.94 on said NE 6th Line survey and 37.60 feet southerly there from and the beginning of a non-tangent curve to the left, concave to the south, the radius point of which bears S 03°28'59" W a distance of 5550.63 feet; thence westerly along said curve, an arc length of 3.00 feet, through an angle of 00°01'52" to a point of non-tangency opposite HES NE 6th 13+45.92 on said NE 6th Line survey and 37.60 feet southerly

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there from; thence N 03°27'07" E a distance of 12.07 feet more or less to the south line of said tract described in Exhibit 'A' of AFN 200204180000668 and the beginning of a non-tangent curve to the right, concave to the south, the radius point of which bears S 03°26'22" W a distance of 5562.47 feet; thence easterly along said curve and said south line, an arc length of 3.01 feet, through an angle of 00°01'52" to the true point of beginning.

**Purpose:** The sign is an advance warning sign that will direct buses entering the Northeast 6<sup>th</sup> Street Interchange to the correct traffic lanes while entering Interstate 405 and help regulate the flow of traffic using the City of Bellevue streets in the immediate vicinity of the King County Transit Division, Bellevue High Capacity Transit facility.

The Grantee herein, 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\_\_\_\_\_.

GRANTOR: KING COUNTY, WASHINGTON

APPROVED AS TO FORM

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

GRANTEE: CENTRAL PUGET SOUND  
REGIONAL TRANSIT AUTHORITY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

STATE OF WASHINGTON )  
 )SS  
COUNTY OF KING )

I certify that **Calvin Hoggard, Section Manager**, signed this instrument, on oath stated that he was authorized by the **King County Executive** to execute the instrument, and acknowledged it as the Facilities Maintenance Division, Real Estate Services Section of King County, Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 )ss  
COUNTY OF KING )

On this day \_\_\_\_\_ of \_\_\_\_\_, 2004, before me personally appeared \_\_\_\_\_ and

\_\_\_\_\_ to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal the day and year last above written.

\_\_\_\_\_  
NOTARY PUBLIC 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 other than general maintenance of the easement area, Grantee must obtain a Special Use Permit from the Real Estate Services for any additional improvements. Without the appropriate permit, the Grantee shall not perform improvement in the boundary of the easement.
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, or other governing body, 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. 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 exercise of rights and privileges granted by this easement. The Grantee's obligations under this section shall include:

(a) The duty to promptly accept tender of defense and provide defense to the County at the Grantee's own expense.

(b) Indemnification of claims made by the Grantee's own employees or agents.

In the event it is necessary for the 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, the 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 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.

6. 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.

7. 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 facilities and appurtenances on county property in which King County has an actual interest.

This easement does not affect King County's jurisdiction over any county property covered by this easement.

This easement does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the county property covered by this easement.

8. RESERVATIONS. Grantor reserves to itself, licensees, lessees, and successors and assigns the right to continue to keep, use, or operate all other facilities or structures now on under, or over the described easement. The Grantor also reserves the right to install, use, or operate other facilities and structures.

9. REMOVAL OR RELOCATION OF FACILITIES. In the event of any development by King County, or successor, which includes use of the property encumbered by this easement, the Grantee at his or her sole expense shall upon written request of King County, or its successor, relocate or remove road improvements to a reasonable alternative location approved by King County or its successor(s).

10. EMINENT DOMAIN. This easement and limited rights and interest for the construction, operation, maintenance, and repair of Grantee's facilities and appurtenances are subject to the exercise of eminent domain.

11. 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.



12. 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 heirs, successors and assigns of the Grantee, and all privileges and obligations of the Grantee apply to its heirs, successors and assigns as if they were specifically mentioned wherever the Grantee is mentioned.

13. MAINTENANCE/CONDITION OF PROPERTY. The Grantee shall be solely responsible for the operation and maintenance of the signage improvements and shall keep the area free of debris and materials at all times.

14. OTHER APPLICABLE LAWS. Grantee will comply with all federal, state, and local laws; and, will assume all costs, expenses, and responsibility in connection with compliance without any liability on the part of the Grantor.



