

12/7/76

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Introduced by: Tracy J. Owen
76-1038

MOTION NO. 2812

1
2 A MOTION authorizing the King County Executive to execute a
3 Quit-Claim Deed; to enter into an Agreement and Quit-Claim
4 Deed, and an Agreement and Subordination of Easement in favor
of the State of Washington, in portions of the area of SR 90
between the Echo Lake Interchange to Tanner.

5 WHEREAS, the County is the owner and holder of certain easements over,
6 across and upon certain lands on the north and south banks of the South Fork
7 of the Snoqualmie River and on the west side of Clough Creek, said easements
8 being for the purpose of maintaining a system of dikes and dike access roads,
9 and

10 WHEREAS, the State of Washington, by and through the Washington State
11 Highway Commission, requires a portion of the above described lands for
12 right-of-way for the improvement of SR 90, Echo Lake Interchange to Tanner,
13 and

14 WHEREAS, by Agreement dated March 4, 1972, the State agreed to perform
15 certain relocation and/or construction projects which would serve as a sub-
16 stitute and replacement for the above mentioned Easements, and

17 WHEREAS, the Division of Hydraulics of the Department of Public Works
18 has inspected such relocation and/or construction projects and has found them
19 satisfactory in all respects and in full compliance with the terms of the
20 Agreement of March 4, 1972, and

21 WHEREAS, the King County Council deems it necessary and in the best
22 interests of the citizens of King County to enter into the Agreement and
23 Subordination of Easement as to certain easements, and to execute a Quit-
24 Claim Deed for certain other easements,

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

26 The King County Executive is hereby authorized, on behalf of King
27 County, to sign and enter into the attached Agreement and Subordination
28 of Easement, marked as Exhibit "A", which by this reference is made a part
29 of this Motion and to execute and deliver the attached Agreement and Quit-
30 Claim Deed, marked as Exhibit "B", which by this reference is made a part of
31 this Motion, and to execute and deliver the attached Quit-Claim Deed, marked
32
33

1 as Exhibit "C", which by this reference is made a part of this motion.

2 PASSED this 20th day of December, 19 76.

3 KING COUNTY COUNCIL
4 KING COUNTY, WASHINGTON

5 David Hoony
6 Chairman

7 ATTEST:

8 Barbara M. Owens
9 Deputy Clerk of the Council

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AGREEMENT AND SUBORDINATION OF EASEMENT

IN THE MATTER OF SR 90, Echo Lake Interchange to Tanner

THIS AGREEMENT made and entered into this _____ day of _____, 197____, by and between the State of Washington, hereinafter called the State, acting through the Washington State Highway Commission and its Chief Right of Way Agent, and King County, a municipal corporation, hereinafter called the County, acting through its appointed officers and agents;

WHEREAS, the County is the owner and holder of certain easements, to enter over, across and upon a portion of the right of way required for the above designated highway project, said easements being for the purpose of river bank protection, and

WHEREAS, the underlying fee to said highway right of way will be owned by the State, and

WHEREAS, State and Federal Laws relative to limited access highway facilities require that the State shall acquire all rights essential to the construction, repair, maintenance and operation of said highway, including the control of access thereto; and

WHEREAS, it is mutually beneficial to both State and County that a portion of certain installations of said County be relocated within the limited access portions of SR 90, and that certain gates be installed on the dike access roads; and

WHEREAS, all matters relative to said location, relocation and/or construction of said facilities owned by the County within SR 90, including the payment of costs or charges in connection therewith have already been accomplished and all necessary work is now completed; or will be completed as specified herein;

NOW THEREFORE, for and in consideration of the covenants and conditions set out herein and of the mutual benefits accruing to the parties hereto and other valuable consideration, it is agreed as follows:

I

The County hereby subordinates easement rights in, under and upon and over the following described lands:

All that portion of the following described easement interests set out in Parcel "A" hereinafter, lying within the limits of SR 90, Echo Lake Interchange to Tanner:

PARCEL "A"

All easement interests acquired under instruments recorded under King County Recorder's Nos. 5919846, 5919847, 5892305, 5738305, 5738307 and 5892304.

The specific details concerning all of which are to be found within those certain maps of definite location now of record and on file in the office of the Director of Highways at Olympia.

II

The State hereby agrees that the County shall have access to the dike access roads for dike maintenance left and right of H.E.S. 37+35 and left and right of H.E.S. 39+25.

III

In the event that it is necessary in the future to alter, relocate, or remove any of the facilities located within the utility area due to the State's requirements, after the State has approved the plans for such alteration, relocation, or removal and upon satisfactory completion of the work, the State shall reimburse the County for those costs incurred by such alteration, relocation, or removal.

IV

The County agrees that all design and construction of and maintenance work on County facilities, including the said dike access roads located within the designated areas within the right of way of said SR 90, shall be in conformance with applicable federal and state standards.

V

The County shall not, except in the event of emergency, make use of the limited access highway facility for gaining access to its facilities except as hereinbefore set out at Paragraph II and all maintenance, except for emergency situations, to the facilities shall be performed from outside the access control lines. Where emergency work must be performed within the access control lines, or on or in the vicinity of the traveled roadway, the County shall immediately notify the nearest maintenance office of the Washington State Highway Department and shall provide warning to the traveling public of such work in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways as Amended and Adopted by the Washington State Highway Commission.

VI

This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

F.A.P. I-90-1(71)28
C.S. 1707 R/W 2054

AGREEMENT AND QUIT CLAIM DEED

IN THE MATTER OF SR 90, Echo Lake Interchange to Tanner

This Agreement made and entered into this _____ day of _____, 19_____

by and between the STATE OF WASHINGTON, Department of Highways, hereinafter designated as the State, acting through the Washington State Highway Commission and its Chief Right of Way Agent, and KING COUNTY, a Municipal corporation, hereinafter called the County, acting through its duly elected, qualified and acting officers and agents;

WHEREAS, the County is the owner and holder of certain easements over, across and upon a portion of the right of way required for the above designated highway project, said easements being for the purpose of river bank protection; and

WHEREAS, the underlying fee to said highway right of way is now or will be owned by the State, and

WHEREAS, State and Federal laws relative to limited access highway facilities require that the State shall acquire all rights essential to the construction, repair, maintenance and operation of said highway, including the control of access thereto; and

WHEREAS, it is mutually beneficial to both State and County that a portion of certain installations of said County be eliminated, reconstructed or relocated within said SR 90; and

WHEREAS, all matters relative to location, relocation and/or reconstruction of said river bank protection facilities owned by the County within the SR 90 project, including arrangements for the payment of costs or charges in connection therewith are separately set out and provided for in G. C. #3101;

NOW THEREFORE, for and in consideration of the covenants and conditions set out herein and of the mutual benefits accruing to the parties hereto and other valuable consideration, it is agreed as follows:

I

The County hereby conveys and quit claims to the State its easement interests in and to those lands described as follows:

All that portion of the following described easement interests set out in Parcel "A" hereinafter, lying within the limits of SR 90, Echo Lake Interchange to Tanner.

PARCEL "A":

All easement interests acquired under instruments recorded under King County Recorder's Nos. 5735329, 5152838, 5732475, 5466718, 5155346

ALL situated in King County, Washington.

The specific details concerning all of which are to be found within those certain maps of definite location now of record and on file in the office of the Director of Highways at Olympia.

II

The State hereby agrees that the County shall have access to certain dike access roads for dike maintenance only as fully set out in said G. C. #3101 and maintenance of said dikes and dike access will be according to the terms of said G. C. #3101.

III

The County agrees that all design and construction of and maintenance work on county facilities including the said dike access roads located within the designated areas within the right of way of said SR 90 shall be in conformance with applicable federal and state standards.

IV

The County shall not, except in the event of emergency, make use of the limited access highway facility for gaining access to its facilities, and all maintenance, except for emergency situations, to the facilities shall be performed from outside the access control lines, all access to be in accordance with the terms of G. C. #3101. Where emergency work must be performed within the access control lines, or on or in the vicinity of the travelled roadway, the County shall immediately notify the nearest maintenance office of the Washington State Highway Department and shall provide warning to the travelling public of such work in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways as Amended and Adopted by the Washington State Highway Commission.

V

This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

QUIT CLAIM DEED

In the Matter of SR 90 State Highway No.
Echo Lake Interchange to Tanner

KNOW ALL MEN BY THESE PRESENTS, That the Grantor

KING COUNTY, a Municipal Corporation,

for and in consideration of the sum of **MUTUAL BENEFITS** Dollars,
and other valuable consideration

conveys and quit claims to the State of Washington, the following described real estate and any after acquired interest therein, situate in King County, in the State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statute of the State of Washington:

All that portion of the following described easement interests set out in Parcel "A" hereinafter, lying within the limits of SR 90, Echo Lake Interchange to Tanner:

PARCEL "A"

All easement interests acquired under instruments recorded under King County Recorder's Nos. 5732482, 5735325, 5732474, 5726503, 5726502, 5491235, 5485557 and 5485558.

_____)
_____)
_____)

the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia, and bearing date of approval

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Chief Right of Way Agent.

Dated this _____ day of _____

KING COUNTY

By:

County Executive

Accepted and approved _____

STATE OF WASHINGTON
DEPARTMENT OF HIGHWAYS

By _____
Chief Right of Way Agent.