

MOTION NO. 5822

1 A MOTION authorizing the King County Council  
2 Chairman and The King County Executive to enter  
3 into an agreement with Georgia L. Mase and  
4 Edward Mase and the Quadrant Corporation  
5 regarding the formation of a Road Improvement  
6 District (RID) to improve Southwest Campus  
7 Drive in Federal Way, King County.

8 Whereas, King County is responsible for the establishment and  
9 maintenance of public streets in the Federal Way area, and

10 Whereas, King County is responsible for the establishment of  
11 a new road right-of-way more fully described in the agreement  
12 between King County, the Mases and Quadrant Corporation, which  
13 road is known as Southwest Campus Drive and which is depicted as  
14 New Construction Project #9 on the adopted Federal Way  
15 Transportation Plan, and

16 WHEREAS, certain property owners are attempting to form a  
17 Road Improvement District (RID) in order to improve Southwest  
18 Campus Drive to meet King County arterial standards, and

19 WHEREAS, the Mases are willing to petition for the  
20 establishment of an RID for the improvement of Southwest Campus  
21 Drive and to convey or dedicate property for right-of-way and  
22 slope easement which are necessary for such improvement upon the  
23 condition that King County agrees that no additional east-west or  
24 north-south arterial connection will be constructed by the County  
25 through the Mase property, and

26 WHEREAS, the improvement of Southwest Campus Drive will  
27 improve east-west traffic flow in the same manner as a new  
28 east-west arterial would, and  
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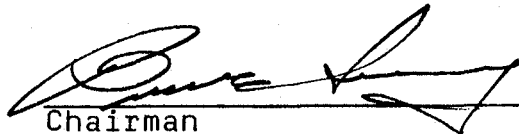
1           WHEREAS, Quadrant Corporation will make its best efforts to  
2 obtain requisite easements and other approvals from the  
3 Bonneville Power Administration (BPA) for a public street  
4 right-of-way for New Construction Project #5 in certain portions  
5 of a BPA easement and will promptly convey such permits and  
6 approval to King County;

7           NOW THEREFORE BE IT MOVED BY THE COUNCIL OF KING COUNTY:

8           The Chairman of the King County Council and the King County  
9 Executive is authorized to enter into an agreement in  
10 substantially the same form as Attachment A attached hereto  
11 between King County, Edward and George Mase and the Quadrant  
12 Corporation.

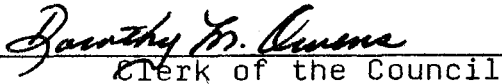
13           PASSED this 22nd day of August, 1983.

14   KING COUNTY COUNCIL  
15   KING COUNTY, WASHINGTON

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Chairman

19 ATTEST:

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22 Clerk of the Council  
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AGREEMENT AND DECLARATION OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS

THIS AGREEMENT AND DECLARATION, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1983, by and among EDWARD MASE and GEORGIA L. MASE, his wife ("Mase" herein); THE QUADRANT CORPORATION, a Washington corporation ("Quadrant" herein); and KING COUNTY, a governmental subdivision of the State of Washington ("King County" herein).

## W I T N E S S E T H:

A. Mase is the owner of that certain parcel of real property, approximately forty (40) acres in size, located in the Federal Way area of King County, Washington, abutting South 348th Street at such property's northeasterly corner, and more particularly described on Exhibit A, attached hereto and by this reference incorporated herein as if fully set forth ("the Mase Property" herein).

B. Quadrant is the owner of certain real property in the Federal Way area, lying north of the Mase Property, which Quadrant is developing as the West Campus planned community.

C. King County is responsible for the establishment and maintenance of public streets in the Federal Way area. King County has established a new road right-of-way running generally in a southeasterly direction from 21st Avenue S.W. to 1st Avenue South, including portions of the existing South 336th Street and S.W. 348th Street, such new street to be called S.W. Campus Drive. Such street is depicted as New Construction Project No. 9 on the adopted Federal Way Transportation Plan, adopted by King County in March 1983 as an amendment to the Federal Way Community Plan. Excerpts from such adopted Plan, including a map, are attached hereto as Exhibit B and by this reference incorporated herein as

if fully set forth. Certain property owners are attempting to form a road improvement district (RID) in order to improve S.W. Campus Drive to King County arterial standards.

D. Mase is willing to sign a petition for the establishment of an RID for the improvement of S.W. Campus Drive, and to convey or dedicate approximately 300' X 42' of property as right-of-way and approximately 45' X 360' for a slope easement necessary for such improvement (said property shown on Exhibit D, attached hereto and by this reference incorporated herein as if fully set forth), if King County agrees that no additional east-west or north-south arterial connection shall be constructed by King County through the Mase Property as shown on the draft Federal Way Transportation Plan dated March 1982, since the establishment of S.W. Campus Drive will improve east-west traffic flow in the same manner as such new east-west arterial would. Excerpts from the March 1982 draft Federal Way Transportation Plan, including a map, are attached hereto as Exhibit C and are by this reference incorporated herein as if fully set forth. The proposed east-west and north-south arterials through the Mase Property are depicted as Roads No. 5 and No. 3b, respectively, on the map which is part of Exhibit C. King County is willing to agree not to establish nor require Mase or his heirs and/or assigns to construct such north-south and east-west arterials (Roads No. 5 and No. 3b) through the Mase Property.

E. Quadrant is willing to enable King County to improve portions of that certain proposed street right-of-way depicted as New Construction Project No. 5 in the adopted Federal Way Transportation Plan (Exhibit B), by obtaining necessary easements or other approvals from the Bonneville

Power Administration ("BPA") for the establishment of New Construction No. 5 through a portion of the BPA easement right-of-way.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other valuable consideration in hand paid, the parties hereby agree as follows:

1. Mase agrees to execute a petition or petitions advocating the formation of an RID for the improvement of S.W. Campus Drive to King County arterial standards. Such petition or petitions shall be executed promptly upon request by Quadrant. Mase further agrees to execute other RID documentation, including deeds and easements as described in Item D above, necessary or desirable to further or effectuate the formation of such RID. Mase further agrees not to oppose or protest in any fashion the formation of such RID. Mase further agrees to convey or dedicate to King County promptly upon request those portions of the Mase Property, described in Item D above, necessary for the improvement of S.W. Campus Drive to King County arterial standards.

2. King County agrees that if an RID is formed for the improvement of S.W. Campus Drive to King County arterial standards, King County shall not establish the north-south and east-west arterials through the Mase Property shown as Roads No. 5 and No. 3b on Exhibit C.

3. Quadrant agrees to use its best efforts to obtain the necessary easements or other approvals from BPA for a public street right-of-way for New Construction Project No. 5 in certain portions of the BPA easement, as depicted on Exhibit B. Any such easements or approvals obtained by Quadrant shall be promptly conveyed, dedicated, assigned, or

transferred to King County for public street purposes. King County agrees to take all further action necessary to establish New Construction Project No. 5 as depicted in the adopted Federal Way Transportation Plan (Exhibit B) as a public street and further agrees that all road and utility improvements necessary for the establishment and use of New Construction Project No. 5 as a public street shall be undertaken and installed at no cost to Quadrant or Mase.

4. King County agrees that if an RID is formed for the improvement of S.W. Campus Drive to King County standards, King County shall re-install any portions of Mase's existing fence removed for construction of S.W. Campus Drive. Furthermore, Mase will be provided access to S.W. Campus Drive at approximate station 83+00.

5. The agreements contained in Paragraphs 1 and 2 are intended to be and shall constitute covenants running with the land, for the benefit and burden of the Mase Property and S.W. Campus Drive and shall inure to the benefit and burden of King County and the heirs, successors, and assigns of the Mase Property. This Agreement, and every provision hereof, may be enforced in an action at law or in equity. Time is of the essence of this Agreement and of every provision hereof.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written.

THE QUADRANT CORPORATION

By Hugh J. Fitzgerald  
Hugh J. Fitzgerald  
President

Edward Mase  
Edward Mase

Georgia L. Mase  
Georgia L. Mase

KING COUNTY

By Bruce Laing  
Bruce Laing, Chairman  
King County Council

By Randy Revelle  
Randy Revelle  
County Executive

Attest:

Dorothy B. Owens  
Dorothy Owens, Clerk

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me Edward Mase and Georgia L. Mase, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8<sup>th</sup> day of August, 1983.

Serrilyn L. Craig  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Gig Harbor.

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this day personally appeared before me Hugh J. Fitzgerald, to me known to be the President of The Quadrant Corporation, the corporation that executed the within and 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 he was authorized to execute said instrument.

GIVEN under my hand and official seal this 10 day of AUGUST, 1983.

Melora E. McKinney  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at KIRKLAND.