

5/3/90
BT:sc

INTRODUCED BY PAUL BARDEN

PROPOSED NO. 90 - 428

MOTION NO. ~~2944~~

A MOTION authorizing the granting of easements, bills of sale and a real property license to Federal Way Water and Sewer District in order to provide water and sewer service to King County Aquatic Pool site in Council District No. 7.

WHEREAS, during the course of developing the King County Aquatic Pool Facility for the Goodwill Games, the natural resources and parks division found it necessary to install utilities (waterline, sewer line and meter vault), and

WHEREAS, the natural resources and parks division has requested that the Federal Way Water and Sewer District operate and maintain these facilities as a part of its utility system, and

WHEREAS, the district requires the county to grant easements, bills of sale and a real property license as a condition of operating and maintaining the system, and

WHEREAS, the natural resources and parks division has asked that sewer and water utility easements, bills of sale and a real property license be granted to provide utility service to its facility ;

NOW, THEREFORE, BE IT MOVED by the Council of King County: The King County executive is authorized to sign and deliver two utility easements, two bills of sale and a real property license substantially in the form of attached Exhibits A, B, C, D and E to the Federal Way Water and Sewer District.

PASSED this 12th day of June, 1990.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

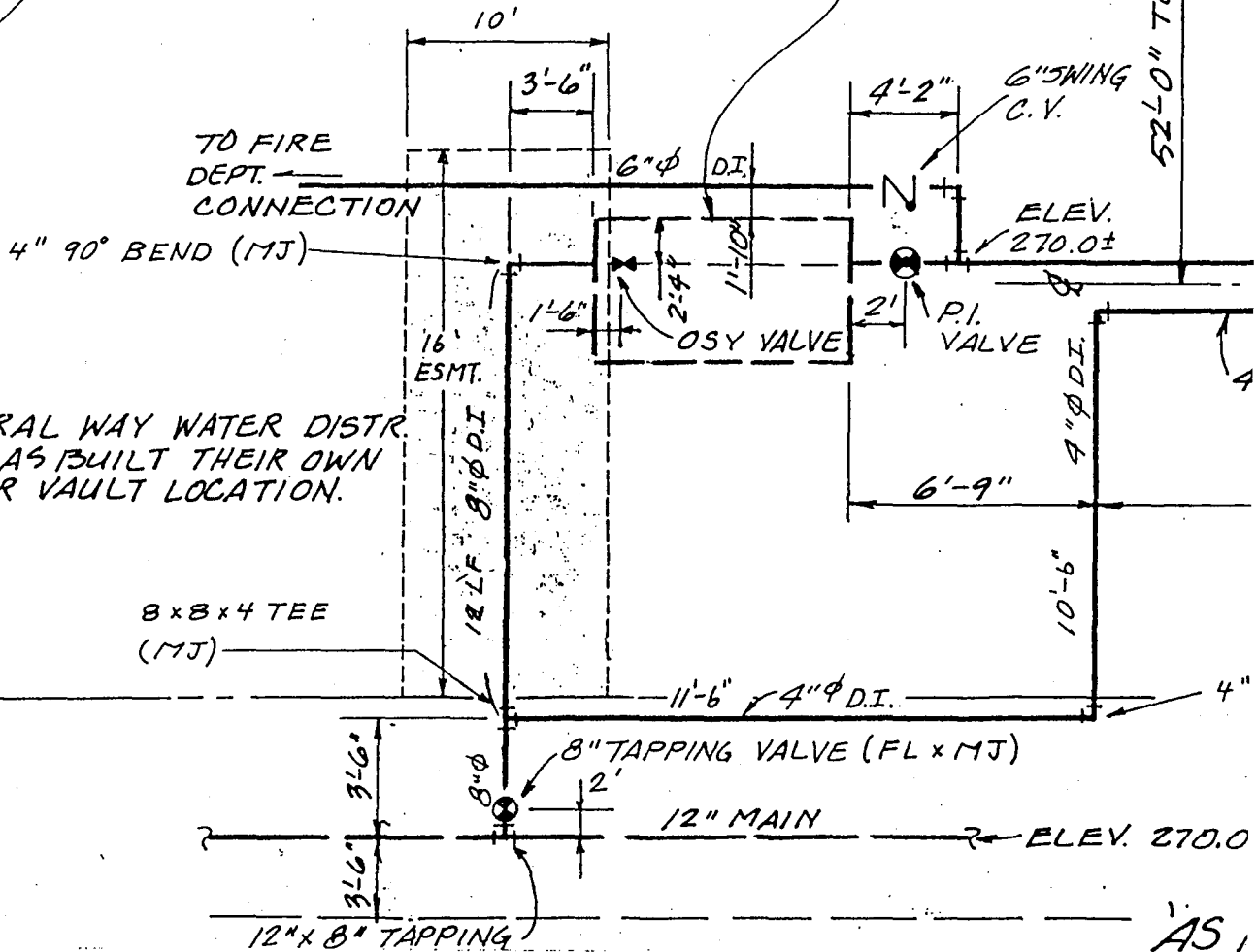
ATTEST:

Gerald A. Potter
Clerk of the Council

S.W. CAMPUS DRIVE

52'-0" TO FACE OF BLDG

DOUBLE DETECTOR CHECK
VALVE WATER VAULT



FEDERAL WAY WATER DISTR.
WILL AS BUILT THEIR OWN
METER VAULT LOCATION.

AS

EXHIBIT D

7944

BILL OF SALE

WATER DISTRIBUTION SYSTEM

KNOW ALL MEN BY THESE PRESENTS: That the undersigned party of the first part, hereafter designated "Vendor" for good and valuable consideration do these presents grant, bargain, sell and deliver unto FEDERAL WAY WATER AND SEWER of King County, Washington, party of the second part, hereafter designated as "Vendee", the following described personal property, to wit:

Mains, for which the cost was \$ 5,000.00 .

Service lines for which the costs was \$.

Hydrants, for which the cost was \$.

and that the cost of Engineering was \$ 1,800.00 , located on the real property described on Exhibit "A", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the Vendee, its successors and assigns forever. And the Vendor, jointly and severally, and their respective successors and assigns, covenant and agree to and with the Vendee, its successors and assigns, that the Vendor is the Owner of said property, and has good right and authority to sell the same and that it will, and does hereby warrant and agree to defend the sale thereof hereby made unto the Vendee, its successors and assigns, against all and every person or persons whomsoever, lawfully claiming or to claim the same.

Vendor further guarantees that the said facilities are fit for purposes intended, i.e., as for use as a water distribution system including distribution and supply lines adequate for the service intended.

IN WITNESS WHEREOF, Vender has hereunto set their hand this

 day of , 19 .

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that

 and

signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the

and of

to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: .

Title

My appointment expires

WATER EASEMENT

7944

A strip of land 10.00 feet in width lying within that portion of the southwest quarter of the northeast quarter of Section 19, Township 21 North, Range 4 East, Willamette Meridian, King County, Washington, being more particularly described as follows:

COMMENCING at the centerline intersection of 6th Avenue S.W. and Campus Drive S.W., said point being Campus Drive S.W. station 42+37.69; thence in a generally southerly direction along the centerline of said Campus Drive S.W. to a concrete monument at PC station 51+64.10, said station having a back tangent bearing of North 13°50'03" West; thence South 76°09'57" East a distance of 42.00 feet to the easterly right-of-way margin of said Campus Drive S.W., thence North 13°50'03" West along said margin a distance of 140.00 feet to the POINT OF BEGINNING of the centerline of the above described 10.00 foot wide strip; thence North 76°09'57" East a distance of 16.00 feet to the terminus of this line description.

Prepared by David Evans and Associates, Inc.



WATER EASEMENT

7944

A strip of land 10.00 feet in width lying within that portion of the southwest quarter of the northeast quarter of Section 19, Township 21 North, Range 4 East, Willamette Meridian, King County, Washington, being more particularly described as follows:

COMMENCING at the centerline intersection of 6th Avenue S.W. and Campus Drive S.W., said point being Campus Drive S.W. station 42+37.69; thence in a generally southerly direction along the centerline of said Campus Drive S.W. to a concrete monument at PC station 51+64.10, said station having a back tangent bearing of North 13°50'03" West; thence South 76°09'57" East a distance of 42.00 feet to the easterly right-of-way margin of said Campus Drive S.W., thence North 13°50'03" West along said margin a distance of 140.00 feet to the POINT OF BEGINNING of the centerline of the above described 10.00 foot wide strip; thence North 76°09'57" East a distance of 16.00 feet to the terminus of this line description.

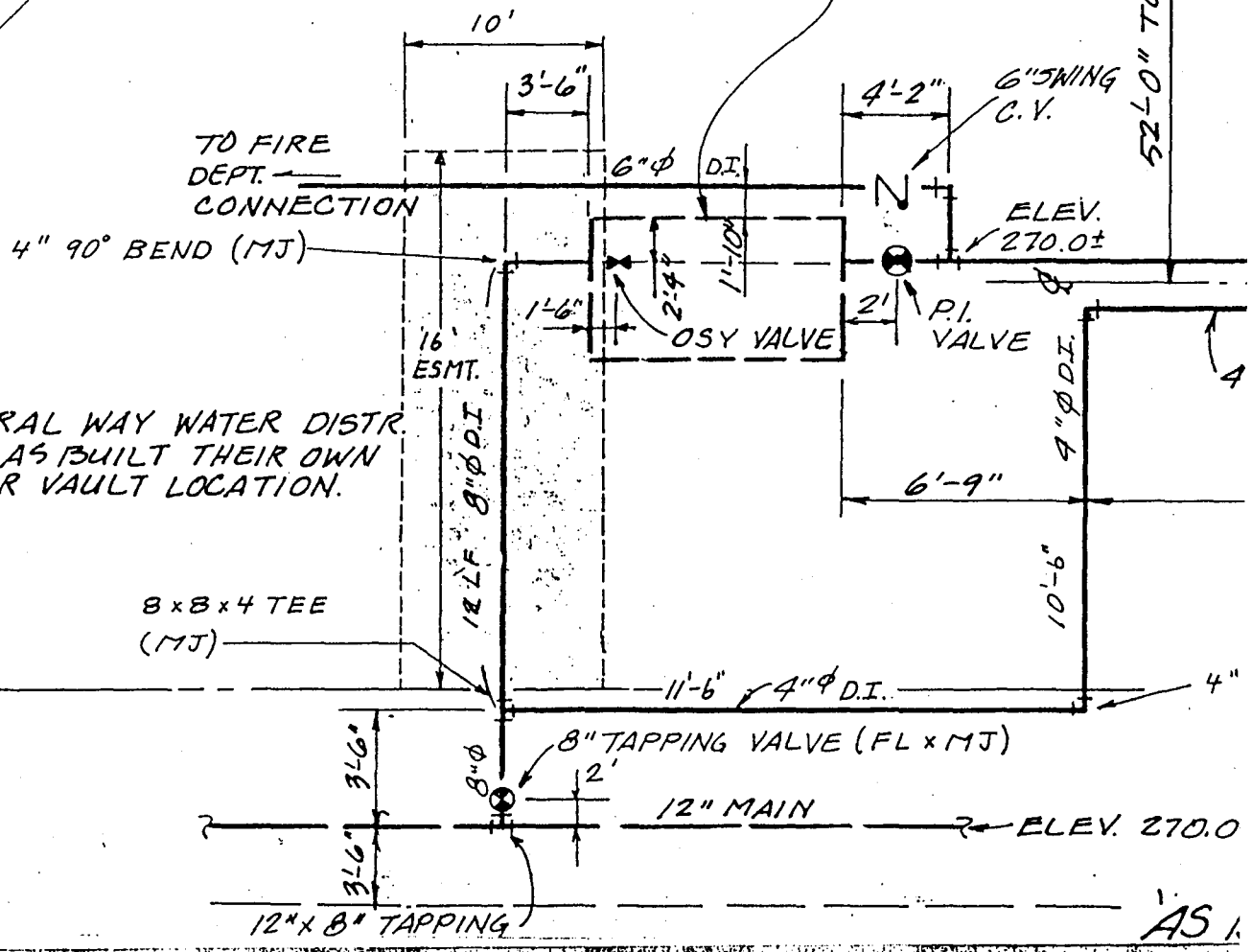
Prepared by David Evans and Associates, Inc.



S.W. CAMPUS DRIVE

52'-0" TO FACE OF BLDG

DOUBLE DETECTOR CHECK VALVE WATER VAULT



AS I.

EASEMENT FOR WATER FACILITIES

7944

THIS AGREEMENT by and between Federal Way Water and Sewer, a municipal corporation of King County, Washington, hereinafter termed "Grantee" and _____, hereinafter termed "Grantor".

WITNESSETH:

That Grantor, for and in consideration of one Dollar or other valuable consideration, the receipt of which is hereby acknowledged, hereby conveys to the Grantee;

An easement and right-of-way for water facilities and all appurtenances related thereto, through, over and across the following described real property:

See Exhibit "A" Attached

Grantee and its agents, designees or assigns shall have the right, without prior institution of any suit or proceeding at law and without prior notice to Grantor, at such time as Grantee deems necessary, to enter upon said property, by foot or vehicle, for the installation, repair, reconstruction or maintenance of water facilities and appurtenances without incurring any legal obligation or liability therefore, provided that such shall be accomplished in a manner that existing private improvements shall not be disturbed or destroyed or in the event that they are disturbed or destroyed, they will be replaced or repaired, as nearly as is practicable, to as good a condition as they were immediately before the property was entered upon by the Grantee.

Grantor hereby agrees that no building, wall, rockery, trees or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said easement area. No excavation shall be made within three feet of said sewer service facilities and the surface level of the ground within the easement area shall be maintained at the elevation as currently existing. In the event that this provision is violated, the Grantee shall have the right to require removal of any such structure and same shall be accomplished within a reasonable period of time and at Grantor's expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

Grantor additionally grants to the Grantee, its agents, designees or assigns, the use of such additional area immediately adjacent to said easement area as shall be required for the construction, reconstruction, maintenance and operation of said sewer service facilities. The use of such additional area shall be held to a reasonable minimum and be returned to the condition existing immediately before the property was entered upon by Grantee or its agents.

This Agreement and each of the terms, provisions, conditions and covenants herein shall be binding upon and apply to the benefit of the parties hereto and their respective successors and assigns.

DATED this _____ day of _____, 19____.

By _____

By _____

STATE OF WASHINGTON)
County of King) ss:

I certify that I know or have satisfactory evidence that _____ and _____ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ and _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

APPROVED AS TO FORM:
BY W. Kaselms
Deputy Prosecuting Attorney

Notary Public
Title

DATE 4-25-90 My appointment expires _____

Subject to Coercion Ordinance

FWTS 401.2.14 11/0/007

WATER EASEMENT

A strip of land 10.00 feet in width lying within that portion of the southwest quarter of the northeast quarter of Section 19, Township 21 North, Range 4 East, Willamette Meridian, King County, Washington, being more particularly described as follows:

COMMENCING at the centerline intersection of 6th Avenue S.W. and Campus Drive S.W., said point being Campus Drive S.W. station 42+37.69; thence in a generally southerly direction along the centerline of said Campus Drive S.W. to a concrete monument at PC station 51+64.10, said station having a back tangent bearing of North 13°50'03" West; thence South 76°09'57" East a distance of 42.00 feet to the easterly right-of-way margin of said Campus Drive S.W., thence North 13°50'03" West along said margin a distance of 140.00 feet to the POINT OF BEGINNING of the centerline of the above described 10.00 foot wide strip; thence North 76°09'57" East a distance of 16.00 feet to the terminus of this line description.

Prepared by David Evans and Associates, Inc.



EASEMENT FOR SEWER FACILITIES

7944

THIS AGREEMENT by and between Federal Way Water and Sewer, a municipal corporation of King County, Washington, hereinafter termed "Grantee" and _____ hereinafter termed "Grantor".

WITNESSETH:

That Grantor, for and in consideration of one Dollar or other valuable consideration, the receipt of which is hereby acknowledged, hereby conveys to the Grantee;

An easement and right-of-way for sewer facilities and all appurtenances related thereto, through, over and across the following described real property:

See Exhibit "A" Attached

Grantee and its agents, designees or assigns shall have the right, without prior institution of any suit or proceeding at law and without prior notice to Grantor, at such time as Grantee deems necessary, to enter upon said property, by foot or vehicle, for the installation, repair, reconstruction or maintenance of sewer facilities and appurtenances without incurring any legal obligation or liability therefore, provided that such shall be accomplished in a manner that existing private improvements shall not be disturbed or destroyed or in the event that they are disturbed or destroyed, they will be replaced or repaired, as nearly as is practicable, to as good a condition as they were immediately before the property was entered upon by the Grantee.

FWMS 201.E.11 (5/9/88)

Grantor hereby agrees that no building, wall, rockery, trees or structure of any kind shall be erected or planted, nor shall any fill material be placed within the boundaries of said easement area. No excavation shall be made within three feet of said water service facilities and the surface level of the ground within the easement area shall be maintained at the elevation as currently existing. In the event that this provision is violated, the Grantee shall have the right to require removal of any such structure and same shall be accomplished within a reasonable period of time and at Grantor's expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

Grantor additionally grants to the Grantee, its agents, designees or assigns, the use of such additional area immediately adjacent to said easement area as shall be required for the construction, reconstruction, maintenance and operation of said water service facilities. The use of such additional area shall be held to a reasonable minimum and be returned to the condition existing immediately before the property was entered upon by Grantee or its agents.

This Agreement and each of the terms, provisions, conditions and covenants herein shall be binding upon and apply to the benefit of the parties hereto and their respective successors and assigns.

DATED this _____ day of _____, 19____.

By _____

By _____

STATE OF WASHINGTON)

SS:

County of King)

I certify that I know or have satisfactory evidence that _____ and _____ signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the _____ and _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

APPROVED AS TO FORM:

BY M. Maselmy
Deputy Prosecuting Attorney

Notary Public
Title

DATE. 4-25-90

My appointment expires _____

Subject to Counsel Ordinance

SANITARY SEWER EASEMENT

A strip of land 10.00 feet in width situated in that portion of the Southwest quarter of the Northeast quarter of Section 19, Township 21 North, Range 4 East, Willamette Meridian, King County, Washington, said strip having 5.00 feet of said width on each side of the following described centerline.

COMMENCING at the centerline intersection of 6th Avenue S.W. and Campus Drive S.W., said point being Campus Drive S.W. station 42+37.69; thence in a generally Southerly direction along the centerline of said Campus Drive S.W. to a concrete monument at PC station 51+64.10, said station having a back tangent bearing of North 13°50'03" West; thence North 76°09'57" East 42.00 feet to a point on the easterly right-of-way margin of said Campus Drive S.W., said point also being a point of radial intersection with a curve, concave to the Northeast, having a radius of 758.00 feet; thence Southerly along said curve and margin through a central angle of 02°00'01" an arc distance of 26.46 feet to the POINT OF BEGINNING of said centerline, the sidelines of said strip to be lengthened or shortened to intersect with said margin; thence North 71°37'36" East along said centerline a distance of 41.58 feet; thence North 25°13'03" East along said centerline a distance of 5.94 feet; thence North 04°32'09" West a distance of 123 feet, more or less to a point 5.00 foot northerly of a sanitary sewer manhole said point being the terminus said centerline.

Except any portion of said easement using within the existing building.



Prepared by David Evans and Associates, Inc.

EXHIBIT A

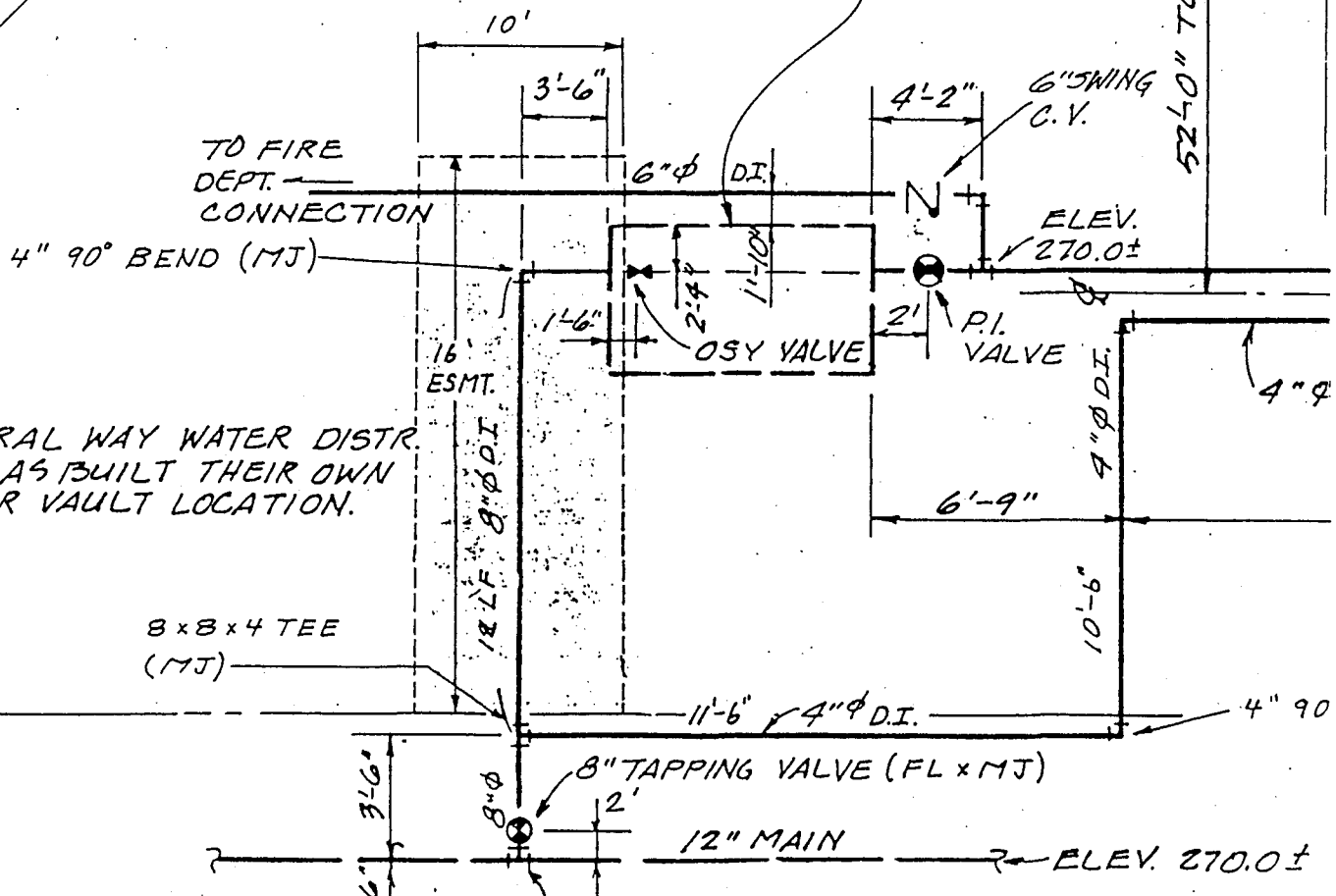
7944

WATER #
WELL

EXI

S.W. CAMPUS DRIVE

DOUBLE DETECTOR CHECK
VALVE WATER VAULT



FEDERAL WAY WATER DISTR.
WILL AS BUILT THEIR OWN
METER VAULT LOCATION.

R.O.W.

8 x 8 x 4 TEE
(MJ)

8" TAPPING VALVE (FL x MJ)

12" MAIN

ELEV. 270.0±

BILL OF SALE

7944

Sanitary Sewer

KNOW ALL MEN BY THESE PRESENTS: That the undersigned party of the first part, hereafter designated "Vendor" for good and valuable consideration do by these presents grant, bargain, sell and deliver unto FEDERAL WAY WATER AND SEWER of King County, Washington, party of the second part, hereafter designated as "Vendee", the following personal property, to wit:

All sewer mains, trunks, manholes, pumps and appurtenances situated in public right-of-way and/or easements to Federal Way Water and Sewer, more fully described on Exhibit "A", attached hereto, which the cost was \$ 26,000.00 -----, and that the cost of Engineering was \$ 2,860.00 -----, located on the real property described in Exhibit "B", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the vendee, its successors and assigns forever. The Vendor, jointly and severally, and their respective successors and assigns, covenant and agree to and with the Vendee, its successors and assigns, that the Vendor is the Owner of said property, and has good right and authority to sell the same and that it will, and does hereby warrant and agree to defend the sale thereof hereby made unto the Vendee, its successors and assigns, against all and every person or persons whomsoever, lawfully claiming or to claim same.

Vendor further guarantees that the said facilities are fit for purposes intended, i.e., as for use as a sanitary sewer system adequate for the service intended.

IN WITNESS WHEREOF, Vendor has hereunto set his/her hand and seal this _____ day of _____, 19____.

STATE OF WASHINGTON)
) ss.
County of King)

I certify that I know or have satisfactory evidence that _____ and _____
signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the _____
and _____ of _____

7944

KING COUNTY AQUATIC FACILITY

EXHIBIT "A"

DESCRIPTION OF SANITARY SEWER MAINS, TRUCKS, MANHOLES,

<u>PIPE SIZE</u>	<u>LENGTH</u>	<u>ON</u>	<u>FROM</u>
4"	170'	Easement	Right-of-Way Ed
10"	170'	Easement	Right-of-Way Ed

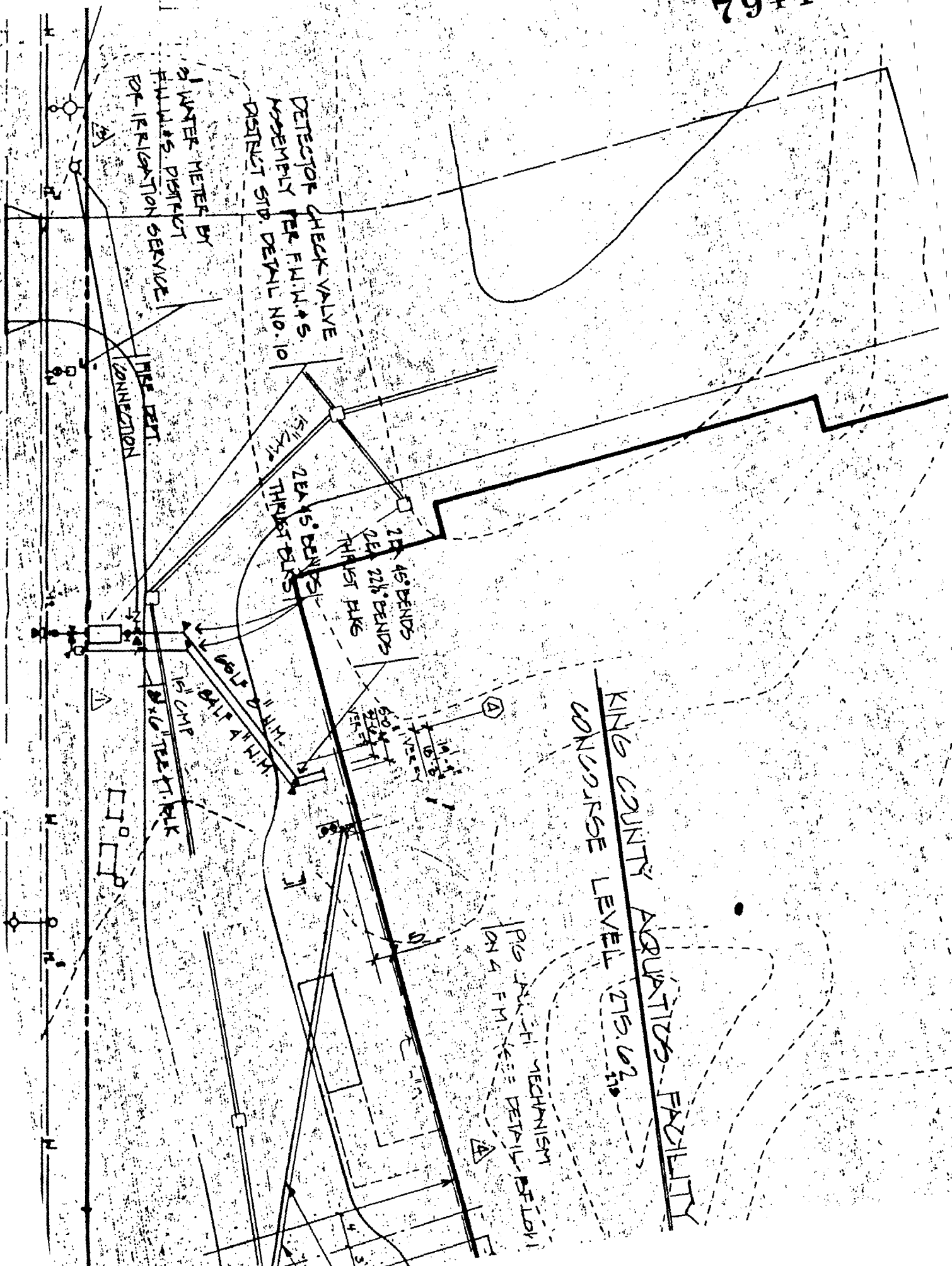
A strip of land 10.00 feet in width situated in that portion of the Southwest quarter of the Northeast quarter of Section 19, Township 21 North, Range 4 East, Willamette Meridian, King County, Washington, said strip having 5.00 feet of said width on each side of the following described centerline.

COMMENCING at the centerline intersection of 6th Avenue S.W. and Campus Drive S.W., said point being Campus Drive S.W. station 42+37.69; thence in a generally Southerly direction along the centerline of said Campus Drive S.W. to a concrete monument at PC station 51+64.10, said station having a back tangent bearing of North 13°50'03" West; thence North 76°09'57" East 42.00 feet to a point on the easterly right-of-way margin of said Campus Drive S.W., said point also being a point of radial intersection with a curve, concave to the Northeast, having a radius of 758.00 feet; thence Southerly along said curve and margin through a central angle of 02°00'01" an arc distance of 26.46 feet to the POINT OF BEGINNING of said centerline, the sidelines of said strip to be lengthened or shortened to intersect with said margin; thence North 71°37'36" East along said centerline a distance of 41.58 feet; thence North 25°13'03" East along said centerline a distance of 5.94 feet; thence North 04°32'09" West a distance of 123 feet, more or less to a point 5.00 foot northerly of a sanitary sewer manhole said point being the terminus said centerline.

Except any portion of said easement using within the existing building.



Prepared by David Evans and Associates, Inc.



KING COUNTY AQUATICS FACILITY
 CONCOURSE LEVEL 275.02

FIG. 2-11 MECHANISM
 ON A F.M.I.A.S. DETAIL FIELD

WATER METER BY
 F.M.I.A.S. DISTRICT
 FOR IRRIGATION SERVICE

DETECTOR CHECK VALVE
 ASSEMBLY PER F.M.I.A.S.
 DISTRICT STD. DETAIL NO. 10

THE DIST.
 CONNECTION

24x15 BENDS
 21x14 BENDS
 21x12 BENDS
 45 BENDS

60x40 1/2" DIA. 11.11"
 15" DIA. 11.11"
 15" DIA. 11.11"

14.4"
 10.8"
 14.4"
 10.8"

BILL OF SALE
Sanitary Sewer

7944

KNOW ALL MEN BY THESE PRESENTS: That the undersigned party of the first part, hereafter designated "Vendor" for good and valuable consideration do by these presents grant, bargain, sell and deliver unto FEDERAL WAY WATER AND SEWER of King County, Washington, party of the second part, hereafter designated as "Vendee", the following personal property, to wit:

All sewer mains, trunks, manholes, pumps and appurtenances situated in public right-of-way and/or easements to Federal Way Water and Sewer, more fully described on Exhibit "A", attached hereto, which the cost was \$ 26,000.00 -----, and that the cost of Engineering was \$ 2,860.00 -----, located on the real property described in Exhibit "B", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the vendee, its successors and assigns forever. The Vendor, jointly and severally, and their respective successors and assigns, covenant and agree to and with the Vendee, its successors and assigns, that the Vendor is the Owner of said property, and has good right and authority to sell the same and that it will, and does hereby warrant and agree to defend the sale thereof hereby made unto the Vendee, its successors and assigns, against all and every person or persons whomsoever, lawfully claiming or to claim same.

Vendor further guarantees that the said facilities are fit for purposes intended, i.e., as for use as a sanitary sewer system adequate for the service intended.

IN WITNESS WHEREOF, Vendor has hereunto set his/her hand and seal this _____ day of _____, 19____.

STATE OF WASHINGTON)
County of King) ss.

I certify that I know or have satisfactory evidence that _____ and _____ signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the _____ and _____ of _____ to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: _____.

Title

My appointment expires _____

7944

KING COUNTY AQUATIC FACILITY

EXHIBIT "A"

DESCRIPTION OF SANITARY SEWER MAINS, TRUCKS, MANHOLES,

<u>PIPE SIZE</u>	<u>LENGTH</u>	<u>ON</u>	<u>FROM</u>
4"	170'	Easement	Right-of-Way Ed
10"	170'	Easement	Right-of-Way Ed

A strip of land 10.00 feet in width situated in that portion of the Southwest quarter of the Northeast quarter of Section 19, Township 21 North, Range 4 East, Willamette Meridian, King County, Washington, said strip having 5.00 feet of said width on each side of the following described centerline.

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Except any portion of said easement using within the existing building.



Prepared by David Evans and Associates, Inc.

KING COUNTY AQUATICS FACILITY
CONCOURSE LEVEL 215.02

GRID No. 9

P/S MOUNT MECHANISM
(SEE DETAIL BELOW)

104 F.M. SEE

2 EA 45° BENDS
2 EA 22½° BENDS
THRUST PLKS

DETECTOR CHECK VALVE
ASSEMBLY PER F.W.H.A.S.
DISTRICT STD. DETAIL NO. 10

2 WATER METERS BY
F.W.H.A.S. DISTRICT
FOR IRRIGATION SERVICE

FIBS DET.
CONNECTION

6.5" I.P.M.
15' CMP
8" I.P.M.
15' CMP
10" I.P.M.

115 LF 10" D.I.P. F.M.
115 LF 4" D.I.P. F.M.
5 LF 10" D.I.P. F.M.
6 LF 4" D.I.P. F.M.
2 EA 45° BEND

TOP OF 4" 226.59
TOP OF 10" 226.59

11' 0"



EXHIBIT D

BILL OF SALE

7944

WATER DISTRIBUTION SYSTEM

KNOW ALL MEN BY THESE PRESENTS: That the undersigned party of the first part, hereafter designated "Vendor" for good and valuable consideration do these presents grant, bargain, sell and deliver unto FEDERAL WAY WATER AND SEWER of King County, Washington, party of the second part, hereafter designated as "Vendee", the following described personal property, to wit:

Mains, for which the cost was \$ 5,000.00 _____ .

Service lines for which the costs was \$ _____ .

Hydrants, for which the cost was \$ _____ .

and that the cost of Engineering was \$ 1,800.00 _____, located on the real property described on Exhibit "A", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same unto the Vendee, its successors and assigns forever. And the Vendor, jointly and severally, and their respective successors and assigns, covenant and agree to and with the Vendee, its successors and assigns, that the Vendor is the Owner of said property, and has good right and authority to sell the same and that it will, and does hereby warrant and agree to defend the sale thereof hereby made unto the Vendee, its successors and assigns, against all and every person or persons whomsoever, lawfully claiming or to claim the same.

Vendor further guarantees that the said facilities are fit for purposes intended, i.e., as for use as a water distribution system including distribution and supply lines adequate for the service intended.

IN WITNESS WHEREOF, Vender has hereunto set their hand this

_____ day of _____, 19____ .

STATE OF WASHINGTON)
County of King) ss.

I certify that I know or have satisfactory evidence that

_____ and _____
signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the _____ and _____ of _____

to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Dated: _____ .

Title

My appointment expires _____

Real Property License

7944

The undersigned, _____,
hereinafter "Licensor" whose address is _____
_____, is the owner of certain real
property described in Exhibit "A", attached hereto and by this
reference incorporated herein.

In order that the Federal Way Water and Sewer District,
King County, Washington, hereinafter "Licensee", may inspect,
repair and maintain the bypass meter located on the above-
described property, the benefit of which to Licensor is hereby
acknowledged, Licensor does hereby grant and convey unto
Licensee a license to enter the property and the detector check
vault located thereon at such time as deemed necessary to read,
inspect, repair and/or maintain the bypass meter.

This license may not be revoked without the written
consent of Licensee. Any attempt to revoke the same without
Licensee's written consent, which consent shall not be unrea-
sonably withheld where the access rights granted herein shall
no longer be necessary, shall entitle the Licensee to terminate
service to the property through the detector check valve
assembly. The appropriate fire authority shall be immediately
notified of any such termination of service.

This license, which is non-exclusive to Licensee, shall
run with the property and constitute and encumbrance and servi-

FWS 201.F.22 (11/13/89)

tude on the same and shall inure to the benefit of Licensee's successors in interest.

DATED this ____ day of _____, 19__.

7914

By _____

Its _____

STATE OF WASHINGTON)

ss:

County of King)

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be _____ free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Public

Title

My appointment expires _____

STATE OF WASHINGTON)

ss:

County of King)

I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Notary Public

Title

My appointment expires _____

FWMS 201.F.23 (11/13/89)