

November 12, 1992
BT:kek

Introduced by: AUDREY GRUGER
PAUL BARDEN
Proposed No.: 92-868

MOTION NO. 8861

1
2 A MOTION authorizing the Executive to
3 execute a waterline easement and bill of
4 sale with Northshore Utility District to
5 provide water service to the Northshore
6 Public Health Center in Council District
7 No. 1.

8 WHEREAS, under King County Code 4.56.010, the King County
9 council may authorize the King County executive to grant an
10 easement through county property, and

11 WHEREAS, during the course of development and construction
12 of the public health clinic at Northshore in Council District
13 No. 1, the Northshore Utility District required, as a condition
14 of providing water service, that the county execute a utility
15 easement and bill of sale for conveyance of the pipes and other
16 appurtenances to the District, and

17 WHEREAS, the District has agreed to maintain and operate
18 the water main and appurtenances upon receipt of an executed
19 water utility easement and bill of sale conveying that portion
20 of the system to the District, and

21 WHEREAS, the office of capital planning and development
22 has requested, reviewed and approved the water utility easement
23 and bill of sale, and

24 WHEREAS, the King County prosecuting attorney's office has
25 approved the utility easement and bill of sale as to form, and

26 WHEREAS, the King County council finds that the granting
27 of this utility easement would not interfere with the use of
28 the property for a health center, and the area of the easement
29 is surplus to the county's present and foreseeable needs;

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


2 The county executive is authorized to execute a water
3 utility easement and bill of sale, substantially in the form of
4 Attachments Exhibits A and B, for the Northshore Utility
5 District.

6 PASSED this 21st day of December, 1992

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9 
10 Chair

11 ATTEST:

12 
13 Clerk of the Council

14 Attachments:
15 A. Water Utility Easement
16 B. Bill of Sale

UTILITY EASEMENT

THIS INDENTURE made this _____ day of _____, 19____ by and between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and NORTSHORE UTILITY DISTRICT, a municipal corporation of King County, Washington, hereinafter called the Grantee.

WITNESSETH

Grantor, for and in consideration of value paid by Grantee, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby grants, sells, and conveys to Grantee, its successors and assigns, a perpetual easement for water lines with necessary appurtenances over, through, across, and upon the following described property in King County, Washington, the Grantor being the owner of the following described property:

That portion of Lot 4 of Short Plat No. 980008, according to the Short Plat recorded under King County Recording No. 8110060576, described as follows:

Beginning at the Southwest corner of the SW 1/4 of the SE 1/4 of Section 17, Township 26 North, Range 5 East, W. M.; thence North 01' 52' 03" East along the West line of said SE 1/4 42.00 feet to the True Point of Beginning; thence continuing along said West line North 01' 52' 03" East 375.28 feet; thence South 88' 41' 37" East 325.00 feet; thence South 06' 00' 36" East 230.83 feet; thence South 27' 47' 15" West 161.55 feet to the Northerly margin of Northeast 145th Street as conveyed to King County by Deed recorded Recording No. 6254553; thence North 89' 02' 11" West along said Northerly margin 286.04 feet to the True Point of Beginning; (TOGETHER WITH a non-exclusive underground easement for utilities including surface-water storm drainage pipe over the South 10 feet of the remainder of said Lot 4. Not to be used for storage of surface water retention); situate in the County of King, State of Washington. SUBJECT TO right to make necessary slopes for cuts and fills upon property herein described as granted to King County by Deeds recorded under Recording Nos. 5004204 and 6254553 AND SUBJECT to an easement for ingress and egress disclosed by instrument recorded under Recording No. 6318003 and SUBJECT to easement set forth by survey dated April 11, 1981 and recorded under Recording No. 8106099009 on June 9, 1981.

Water Utility Easement:

Waterline utility easement being 15 feet in width with 7.5 feet on each side of the center of the following described property:

Beginning at the Southeast corner of the above described property; thence West 47 feet to the True Point of Beginning; thence North 01 degree West 110 feet; thence North 17 degrees East 95 feet to Point "A"; thence North 17 degrees East 30 feet to Point "B"; thence North 17 degrees East 5 feet to terminus point; together with an easement extending North 70 degrees West 30 feet from Point "A"; thence South 74 degrees East 20 feet from Point "B."

Grantor also grants to Grantee and to those acting under Grantee the use of a thirty (30) foot temporary construction easement being fifteen (15) feet on each side of the centerline described above, said temporary easement lying within the above described property.

Said temporary construction easement shall remain in force during construction and until such time as the water lines and appurtenances have been accepted for maintenance and operation by Grantee.

Grantee shall have the right without prior institution of any suit or proceeding at law, at times as may be necessary, to enter upon said property for the purpose of operating, constructing, repairing, altering, or reconstructing said water lines and appurtenances, or making any connections therewith, without incurring any legal obligation or liability therefore; provided that such operating, constructing, repairing, altering, or reconstructing of said water lines and appurtenances shall be accomplished in such a manner that the private improvements existing in said easement shall not be disturbed or destroyed, or in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by Grantee.

NORTHSHORE UTILITY DISTRICT
KING COUNTY, WASHINGTON
UTILITY EASEMENT

Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation, operation, and maintenance of the water lines and appurtenances and so long as no permanent buildings, rockeries, retaining walls or similar structures are erected on said easement.

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.

This easement shall be binding on the successors, heirs, and assigns of both parties hereto.

Dated this _____ day of _____, 19_____.

GRANTEE: NORTHSHORE UTILITY DISTRICT

GRANTOR: KING COUNTY,
WASHINGTON

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day _____ of _____, 19_____, 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 in and for the State
of Washington, residing at: _____

My commission expires: _____

BILL OF SALE - WATER

THE UNDERSIGNED hereby conveys and transfers to King County Northshore Utility District (the "District") the following described property:

<u>In</u>	<u>From</u>	<u>To</u>	<u>Size</u>	<u>Length</u>
Public Health Center at Northshore Property	N.E.145th St.	Terminus Point	8" D.I.	215'

This conveyance is made in consideration of the District's agreement to provide routine maintenance of said property and to provide water services pursuant to the District's regulations, which may be amended from time to time.

The undersigned and it's successors and assigns covenants and agrees to and with the District, its successors and assigns, that the undersigned 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 of said property to the District, its successors and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same.

The undersigned further guarantees that the property is fit for purposes intended, i.e., as for use as a water distribution system including distribution and supply lines adequate for the service intended and has been constructed in accordance with the conditions and standards of the District.

The undersigned covenants and agrees with the District to replace, repair and correct any defect in work or materials in respect to the personal property subject to this Bill of Sale arising during a period of one (1) year from date hereof, without cost to the District.

DEVELOPER: King County, Washington

By Its King County Executive

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 _____

Signature of Notary Public _____

Title _____

My appointment expires _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

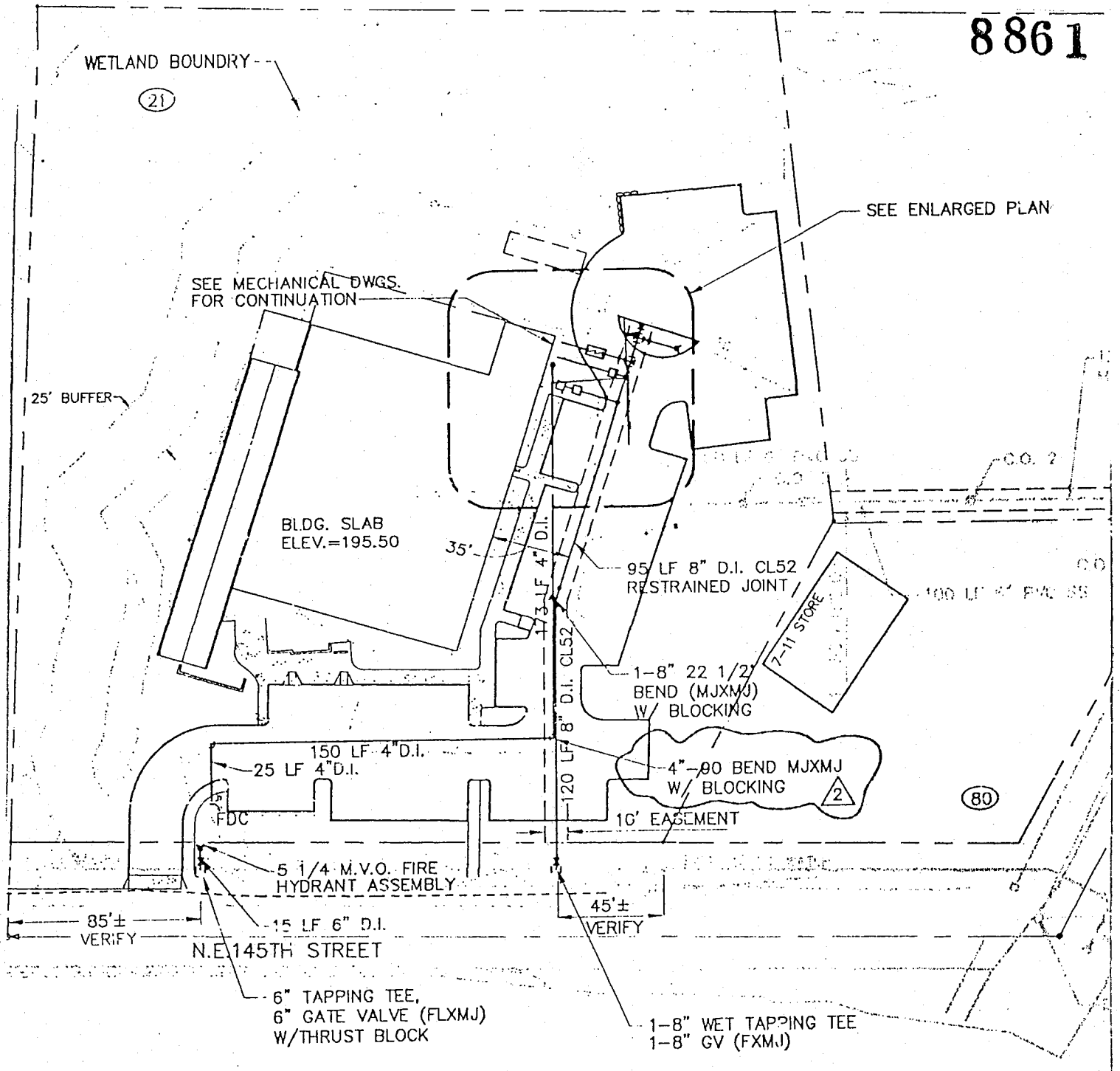
I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated _____

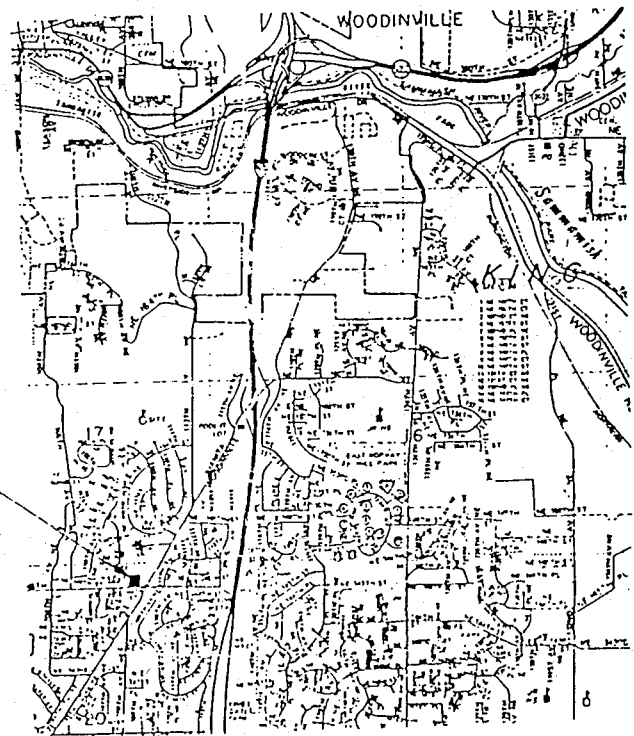
Signature of Notary Public _____

Title _____

My appointment expires _____



PROJECT SITE



VICINITY MAP