

November 12, 1992
BT:kek

Introduced by:

BRUCE LAING
PAUL BARDEN

Proposed No.:

92-870

MOTION NO. 8863

1
2 A MOTION authorizing the Executive to
3 execute a waterline easement and bill of
4 sale with Water District 107 to provide
5 water service for the development of Lake
6 Boren Park in Council District No. 3.

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

10 WHEREAS, during the course of the development of Lake
11 Boren Park in Council District No. 3, Water District 107
12 required, as a condition of providing water service for the
13 park, that the county execute a water utility easement and bill
14 of sale for conveyance of the pipes and other appurtenances to
15 the District, and

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

20 WHEREAS, King County natural resources and parks division
21 has requested, reviewed and approved the water utility easement
22 and bill of sale, and

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

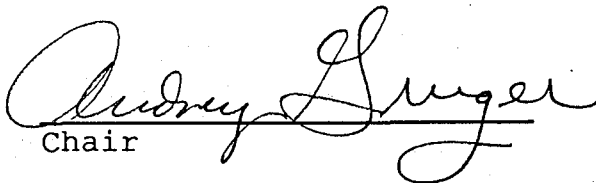
25 WHEREAS, the King County council finds that the granting
26 of this utility easement would not interfere with the use of
27 the property for park purposes, and that the area of the
28 easement is surplus to the county's present and foreseeable
29 needs;

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 A and B, to Water District 107.

5 PASSED this 21st day of December, 1992

6 KING COUNTY COUNCIL
7 KING COUNTY, WASHINGTON


Chair

8
9
10 ATTEST:


11 Clerk of the Council
12

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

EASEMENT

THIS INDENTURE made this _____ day of _____, 1992, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and Water District No. 107, hereinafter called the Grantee.

W I T N E S S E T H

WHEREAS, the Grantor herein is the owner of that certain parcel of land described as follows which is a portion of Lake Boren Park:

That portion of Lake Boren Park located in the Northeast quarter of Section 33, Township 24 North, Range 5 East; situate in the County of King, State of Washington.

WHEREAS, the said Grantor, for and in consideration of receiving water service and other valuable consideration, the receipt of which is hereby acknowledged, hereby conveys to the Grantee an easement 15 feet in width for a water line and appurtenances through, over, across, and under the following described real property:

An easement for a water line located in the NE 1/4 of the NE 1/4 of Section 33, Township 24 North, Range 5 East, W. M., described as being 7.5 feet on each side of the following described line:

Commencing at the northeast corner of said Section 33; thence South 0' 46' 51" West along the East line of said Section a distance of 957.00 feet; thence North 89' 12' 09" West a distance of 212.00 feet to the point of beginning of said line; thence South 89' 12' 09" East a distance of 10.00 feet; thence South 0' 46' 51" West a distance of 200.00 feet more or less to the northerly margin of Southeast 84th Way and the terminus of said line. Situate in the County of King, State of Washington.

Purpose: The Grantee, its successors and assigns, shall have rights to enter upon said property for the purpose of constructing, reconstructing, maintaining, and repairing said lines and appurtenances. This easement is solely to serve Lake Boren Park.

The Grantor and Grantee herein, by accepting and recording this easement, agree to the terms and conditions described in Appendix "A" attached hereto, and by referenced made part of this agreement.

DATED this _____ day of _____, 1992.

GRANTEE: WATER DISTRICT NO. 107

GRANTOR: KING COUNTY,
WASHINGTON

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this _____ day of _____ 1992,
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 _____ is/are 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: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me _____

to me known to be the person who signed the above and foregoing
instrument for the uses and purposes therein stated, and acknowledged to
me that _____ signed the same as the free and voluntary act and
deed of King County, and that _____ was so authorized to so sign.

Given under my hand and official seal this _____ day of
_____, 19_____.

NOTARY PUBLIC in and for the State
of Washington, residing at: _____
My commission expires: _____

APPROVED AS TO FORM:

BY: [Signature]
DATE: 11/2/92

APPENDIX A

Terms and conditions applicable to easements granted by King County for water service solely to County-owned property:

1. INDEMNITY AND HOLD HARMLESS:

The Grantor and Grantee mutually agree for themselves, their successors and assigns to defend, indemnify and save harmless the other party, its elected and appointed officials, employees, agents, and volunteers from and against any and all claims, actions or damages of any kind or description, including the cost of defense thereof, which may accrue to or be suffered by any person or property by reason of that party's sole negligence or to the extent of its concurrent negligence in the use of the easement area or in the exercise of the rights and privileges granted under this agreement.

2. ANTI-DISCRIMINATION:

In all hiring or employment made possible or resulting from this easement, there shall be no discrimination against any employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, marital status, parental status, the presence of any sensory, mental, or physical handicap, or the use of a trained dog guide by a blind or deaf person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this easement on the grounds of race, color, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained dog guide by a blind or deaf person. Any violation of this provision shall be considered a violation provision of this easement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the easement by the County and may result in ineligibility for further County easements.

3. NON EXCLUSIVE RIGHT:

This easement shall not be deemed or construed to be an exclusive right. It does not prohibit the County from granting any other rights to other public or private entities, so long as the grant does not interfere with the rights granted herein. This easement shall not prevent the County from using any public place for any and all public uses or affect its jurisdiction over any part of them so long as such use or jurisdiction does not interfere with the rights granted herein.

4. TERMINATION AND ABANDONMENT:

In the event that the Grantee abandons or discontinues the use of the easement for the purposes expressed in this document, the easement will terminate. Upon termination, the Grantee will surrender possession of the easement premises to the Grantor, its successors or assigns, free of any and all claims of the Grantee.

5. RESTORATION:

After completion of any work authorized by this easement, the Grantee shall restore the property to a condition which is equivalent in all respects to the condition of the property prior to a starting work.

6. REPAIRING DAMAGE BY GRANTEE:

In the event that damage of any kind is caused by the Grantee in the course of performing work authorized by this easement, Grantee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the County.

7. GRANTOR'S USE OF PROPERTY:

Grantor reserves the right to use the easement area for any purpose not inconsistent with the rights herein granted, provided that Grantor agrees that no additional structure or obstruction, including fences, shall be erected over, upon, or within, and no additional trees or shrubbery shall be planted in the area of ground for which the easement in favor of Grantee has been provided herein.

8. TITLE:

The Grantor warrants that it has good title to the real property referenced herein and warrants the Grantee title to and quiet enjoyment of the easement conveyed herein.

9. NOTICE:

To facilitate coordination, the Grantee will notify the Park Maintenance Supervisor 24 hours in advance of proposed work; however, in the event of an emergency, the Grantee shall immediately undertake any necessary work and shall give the Grantor notice as soon as reasonably possible.

10. JURISDICTION:

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.

11. EMERGENCY SITUATIONS

In the event of an emergency, the Grantee will take immediate steps to perform any necessary repairs. If the Grantee fails to perform any necessary repairs, the Grantor may do all work necessary at the sole cost and expense of Grantee.

12. RESERVATIONS

Grantor reserves to itself, its licensees, lessees, 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 on the easement area.

13. REMOVAL OR RELOCATION OF FACILITIES

In the event of any development by King County which includes use of the property encumbered by this easement, the Grantee shall upon written request of King County relocate or remove Grantee's facilities at its own expense. Such relocation or removal shall be accomplished within 90 days of the date that the request is sent.

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

15. OTHER APPLICABLE LAWS

Grantee will comply with all federal, state, and local laws and will assume all cost, expense, and responsibility in connection with compliance, without any liability on the part of the Grantor.

BILL OF SALE - WATER

THE UNDERSIGNED hereby conveys and transfers to King County Water District No. 107 (the "District") the following described property:

<u>In</u>	<u>From</u>	<u>To</u>	<u>Size</u>	<u>Length</u>
Lake Boren Park Hydrant	SE 84th Way	Terminus at hydrant	8" DI	225'

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)

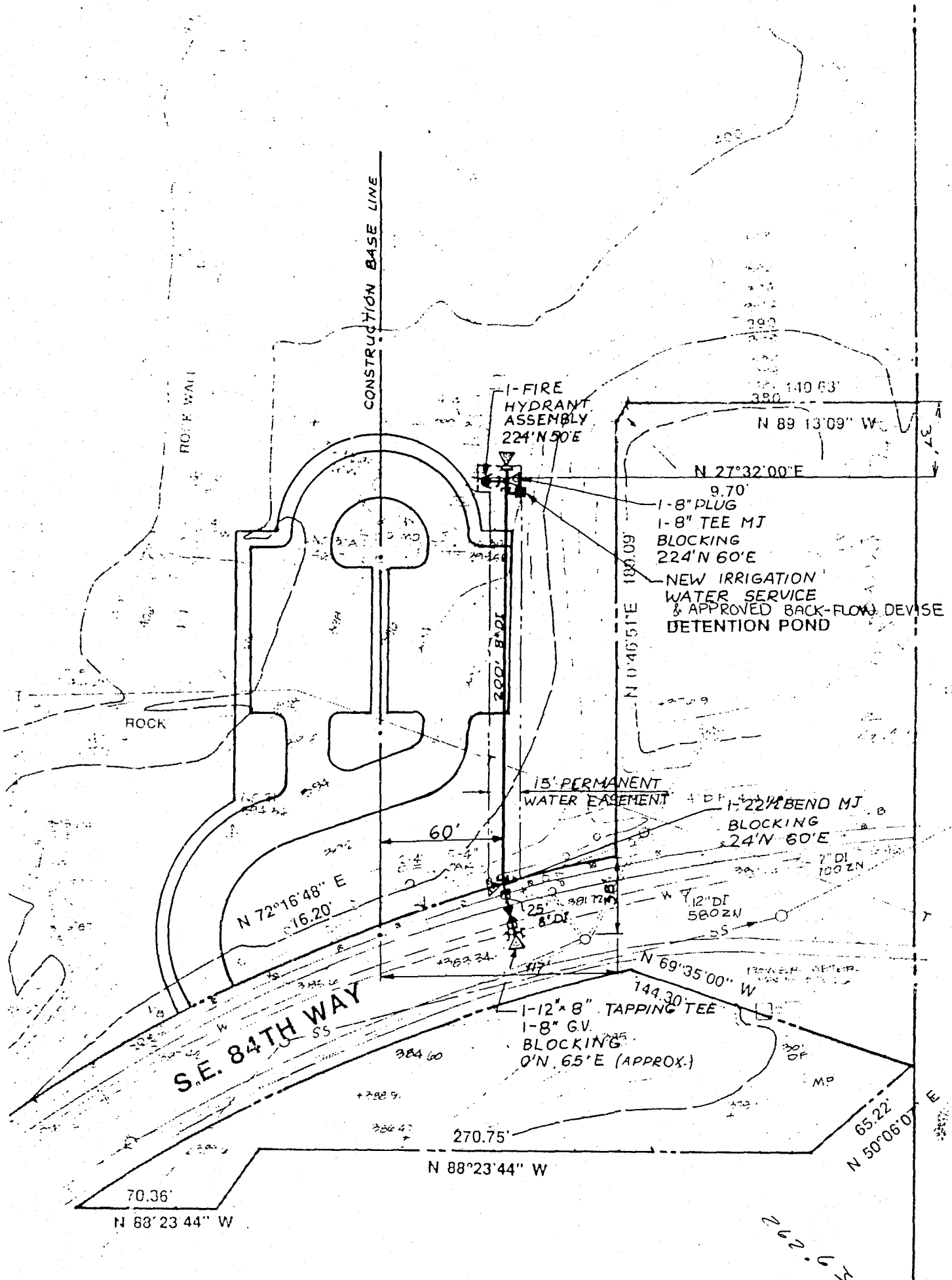
I certify that I know or have satisfactory evidence that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated _____

Signature of Notary Public _____

Title _____

My appointment expires _____



LAKE BOREN PARK

DATE 1/22/92

W KING COUNTY WATER DISTRICT NUMBER 107

7415 129TH AVE. S.E.
RENTON, WASHINGTON 98058
TELEPHONE: 235-9200

REVISED DATE

8863

LAKE BOREN PARK PHASE ONE
KING COUNTY NATURAL RESOURCES AND PARKS DIVISION

