

April 20, 1994
AlkiProjblm

Introduced by: GREG NICKELS

Proposed No.: 94-197

ORDINANCE NO. **11302**

AN ORDINANCE authorizing the condemnation of property for the Alki Transfer/CSO Control Project.

STATEMENT OF FACTS

1. The Council of the Municipality of Metropolitan Seattle amended the Municipality's Comprehensive Water Pollution Abatement Plan in July 1986 to provide secondary treatment to wastewater produced within the Seattle-King County metropolitan area as required under state and federal laws.

2. The amended Comprehensive Water Pollution Abatement Plan calls for the conversion of the Alki primary treatment plant to a storm weather plant and the transfer of base wastewater flows to a secondary treatment plant.

3. A final State Environmental Policy Act (SEPA) Supplemental Environmental Impact Statement and National Environmental Policy Act (NEPA) Environmental Assessment were issued in April 1992 for the Alki Transfer/CSO Control Project in compliance with Chapter 43.21 RCW, the SEPA Rules, and the Environmental Protection Agency requirements under the NEPA (42 U.S.C. 4321 et. seq.) to compare alternative methods for transferring Alki service area wastewater flows.

4. By Resolution No. 6378, adopted June 4, 1992, the Council of the Municipality of Metropolitan Seattle approved the transfer of Alki service area flows to the West Point system by constructing a tunnel under West Seattle, a pump station on Harbor Avenue S.W., and a force main pipeline to the Municipality's Elliott Bay Interceptor.

5. The Metropolitan King County council appropriated funds for the Alki Transfer/CSO Control Project, including funds for the acquisition of required property and property rights.

6. In order to acquire the property and property rights required to construct project elements, it is necessary for King County to condemn certain lands and property rights and rights in property for sewer facilities as hereinafter more particularly set forth.

7. The Metropolitan King County council finds that public health, necessity and convenience demand construction of the Alki Transfer/CSO Control Project improvements within King County in accordance with the appropriated budget, and that certain properties, property rights, and rights in property must be condemned, appropriated, taken and damaged for the purpose of constructing the Alki Transfer/CSO Control Project as provided in this ordinance.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County council has deemed it necessary and in the best interest of the citizens of King County that the lands described in attached Exhibit "A" and other property rights and/or rights in property be condemned,

1 appropriated, taken and damaged for the purpose of installing,
2 constructing, operating, maintaining, remodeling, repairing,
3 replacing and using sewer facilities for the Alki Transfer/CSO
4 Control Project, subject to the making or paying of just
5 compensation to the owners thereof in the manner provided by
6 law.

7 Section 2. Condemnation proceedings are hereby authorized
8 to acquire property and property rights and/or rights in
9 property described in the attached Exhibit "A" for the purpose
10 of the subject sewer facilities.

11 Section 3. The attorneys for King County are hereby
12 authorized and directed to begin to prosecute the proceedings
13 provided by law to condemn, take and appropriate the land and
14 other property and property rights necessary to carry out the
15 provisions of this ordinance.

16 INTRODUCED AND READ for the first time this 11th day
17 of April, 1994.

18 PASSED this 2nd day of May, 1994

19 Passed by a vote of 10-0. KING COUNTY COUNCIL
20 KING COUNTY, WASHINGTON

21 Kent Pullen
22 Chair

23 ATTEST:

24 Gerald A. Peter
25 Clerk of the Council

26 APPROVED this 12th day of May, 1994.

27 Roy Lohr
28 King County Executive

29 Attachments: Exhibit "A" Document Identification
30 Deed - Parcel #1
31 Temporary Construction Easement - Parcel #1
32

EXHIBIT A

11302

PARCEL #1

TEMPORARY CONSTRUCTION EASEMENT

The undersigned Grantor(s), their heirs, successors and assigns (hereinafter together referred to as "Grantor(s)"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby convey(s) and grant(s) to KING COUNTY, a political subdivision of the State of Washington, its successors and assigns (hereinafter referred to as "the COUNTY"), a temporary easement over, under, across, along, in and upon the following described property:

The West 52 feet of the South 30 feet of Lot 10, and the East 20 feet of the West 52 feet of Lot 11, all in Block 348, Seattle Tidelands; situate in the City of Seattle, County of King, State of Washington.

Containing 4681 square feet or 0.11 acres more or less.

Said easement being for the purpose of using the above-described area for all purposes including but not limited to the storage of pipe and material, excavating, filling, and access during construction and installation of a sewer pipeline facility with all connections, manholes and appurtenances thereto on the adjoining or adjacent property, together with the right of ingress and egress from said property for the foregoing purposes.

By accepting this easement, the COUNTY covenants as follows:

1. The COUNTY shall, upon completion of construction of any facilities described herein, and upon the completion of any repairs to any such facilities following construction, remove all debris and restore the surface of the above-described property as nearly as possible to the condition in which it existed at the date of this easement.
2. To the extent permitted by law, the COUNTY shall protect and save harmless Grantor(s) from and against any and all claims, damage and liability of every kind and description and for any damage to or loss or destruction of property whatsoever suffered by Grantor(s), their heirs, successors and assigns, because of the construction of said sewer facilities.
3. This temporary easement shall commence and be in effect on the date of this instrument and shall terminate on the date

actual use of said easement shall terminate or on December 31, 1996, whichever date shall first occur.

4. Payment for the temporary construction easement herein granted shall be made at the rate of Two Hundred Sixty and 00/100 Dollars (\$260) per month or fraction thereof that said temporary construction easement area is in actual use by the COUNTY. The term "actual use" as used herein shall be construed to include only the period from the start of construction of said sewer line in the above described temporary construction easement area until completion thereof, including reconstruction and restoration of affected areas.

5. Grantor(s) acknowledge(s) the above described property and adjacent property are leased to A.O. Smith Corporation (hereinafter "Tenant"). Grantor shall therefore coordinate and obtain any approvals required from Tenant for any of the activities permitted the COUNTY under this temporary construction easement. Furthermore, Grantor agrees to indemnify and save harmless Grantee from any claims, assertions, expenses, lawsuits or payments which Tenant may claim or assert as a result of the granting of this temporary construction easement and shall be liable for payment to Tenant for any portion of the consideration herein paid by the COUNTY for this temporary construction easement which may be owed to Tenant. The COUNTY agrees that Tenant shall have reasonable access to and from its leased premises to the extent required for Tenant to carry on normal business activities.

5. The COUNTY shall pay up to \$200.00 for expenses incurred by Grantor(s) for the expert evaluation of this easement under the terms of R.C.W. 8.25.020.

DATED this ____ day of _____, 19__.

C.D. Stimson Company

By: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 19____,
before me the undersigned, a Notary Public in and for the State
of Washington, duly commissioned and sworn, personally appeared

to me known to be the _____,
respectively, of the _____,
the corporation that executed the foregoing instrument, and
acknowledged the 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 they were authorized to execute
the said instrument.

WITNESS my hand and official seal hereto affixed the day and
year in this certificate above written.

Notary Public in and for the State of
Washington, residing at _____.

My commission expires _____.

E X H I B I T A**PARCEL #2****UTILITY EASEMENT**

The undersigned Grantor(s), their heirs, successors and assigns (hereinafter together referred to as "Grantor(s)"), for and in consideration of the sum of ONE THOUSAND ONE HUNDRED AND 00/100 Dollars (\$1,100) and other valuable considerations, the receipt of which is hereby acknowledged, hereby convey(s) and grant(s) to the COUNTY OF KING, its successors and assigns (hereinafter together referred to as "the COUNTY"), a permanent easement over, across, along, in, upon and under the following described property:

Parcel FM-5

Lot 11, Block 408, Seattle Tidelands, In King County, Washington, as shown on the official maps on file in the office of the Commissioner of Public Lands at Olympia, Washington.

PERMANENT EASEMENT

Said permanent easement being that portion of the above described Parcel FM-5 described as follows.

Beginning at the Northwest corner of said Lot 11. Thence South 88° 51' 15" East on the North line of said Lot 11 a distance of 33.76 feet. Thence South 43° 43' 35" West a distance of 25.09 feet, more or less, to a point on the West line of said Lot 11. Thence North 41° 05' 46" West a distance of 24.96 feet, more or less, to the point of beginning.

Containing 312 square feet or 0.01 acres, more or less.

Said easement being for the purpose of installing, constructing, operating, maintaining, removing, repairing, replacing and using a conveyance pipeline casing containing several utility pipelines with all connections and appurtenances thereto, together with the right of ingress to and egress from said described property for the foregoing purposes.

The Grantor(s) hereby and the COUNTY, by accepting and recording this easement, mutually covenant and agree as follows:

1. The COUNTY shall, upon completion of any construction of any facilities described herein, remove all debris and restore the surface of the above described property as nearly as possible to the condition in which it existed at the date of this easement.

2. The COUNTY shall, if the above described property is disturbed by the maintenance, removal, repair or replacement of the facilities specified herein, restore the surface of the above described property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.

3. The COUNTY shall protect and save harmless Grantor(s) from any and all claims, demands, loss, damage, expense and liability of every kind and description including personal injury and for any damage to or loss or destruction of property whatsoever suffered by Grantor(s), their heirs, successors and assigns, or by any persons, firms or corporations, because of the construction and/or maintenance of said facilities.

4. All right, title, and interest that may be used and enjoyed without interfering with the easement rights herein conveyed are reserved to the Grantor(s). Except as otherwise provided herein, and after the date of this easement, the construction, installation, or maintenance of any structures, whether temporary or permanent, by Grantor(s) shall be absolutely prohibited within the above described permanent easement area and shall be deemed an unreasonable interference with the COUNTY's easement rights unless specifically approved in writing by the COUNTY, which approval shall not be unreasonably withheld. Moreover, as to such unapproved structures, the provisions of paragraphs 1, 2, and 3 shall not apply.

5. The COUNTY shall pay up to \$200.00 for expenses incurred by Grantor(s) for the expert evaluation of this easement under the terms of R.C.W. 8.25.020.

DATED this _____ day of _____, 19____.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 19____,
before me the undersigned, a Notary Public in and for the State
of Washington, duly commissioned and sworn, personally appeared

_____ to me known to be the individual(s) described in and who executed
the foregoing instrument, and acknowledged to me that _____
signed and sealed the said instrument as _____ free and
voluntary act and deed for the uses and purposes therein
mentioned.

Witness my hand and official seal hereto affixed the day and
year in this certificate above written.

Notary Public in and for the State of
Washington, residing at _____.

My commission expires _____.

G:mendease

11302

INDEX OF EXHIBIT "A"

DOCUMENT IDENTIFICATION

DEED - PARCEL #1

TEMPORARY CONSTRUCTION EASEMENT -
PARCEL #1

UTILITY EASEMENT - PARCEL #2

Filed For Record At Request Of

AFTER RECORDING RETURN TO:

This property is being conveyed under threat of condemnation.

WARRANTY DEED

The Grantor herein, C. D. Stimson Company, for the consideration of Ten Dollars (\$10.00) and other valuable consideration, conveys and warrants to the County of King, State of Washington, all interest in the following described real estate, situated in the County of King, State of Washington:

The West 32 feet of Lot 11, Block 348 of Seattle Tide Lands; situate in the City of Seattle, County of King, State of Washington. Containing 1,920 square feet, more or less.

Dated this _____ day of _____, 199__.

Witness:

Grantor

Grantor

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On the _____ day of _____, 199__, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me

to me known to the individual _____ described in and who executed the foregoing instrument, and acknowledged to me that _____ signed and sealed the same as _____ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington residing at _____.