LAH: jl

ROB MCKENNA Introduced by 96-559

Proposed No:

ORDINANCE NO.

12407

AN ORDINANCE authorizing the condemnation of property for Southeast 240th Street (between 116th Avenue Southeast and 450 feet east of 138th Avenue Southeast), Right of Way No. 9-1991-005.

STATEMENT OF FACTS

- The King County council, on November 21, 1995 by Ordinance 12029, did adopt the 1996 Budget and Program, and did provide therein for a transportation program.
- A SEPA Determination of Significance was made under WAC 197-11-360 on March 28, 1988. A Draft Environmental Impact Statement under WAC 197-11-455 was issued on November 14, 1988 and a Final Environmental Impact Statement under WAC 197-11-460 was issued on February 17, 1989, as part of the State Environmental Policy Act review procedure.
- The King County Transportation Program provides for the County Road System Development and Improvement Program which coordinates road types with other elements of the larger transportation system, abutting land uses and business, industry, government, and residential processes.
- The Capital Budget and Program provides for the acquisition and improvement of Southeast 240th Street (between 116th Avenue Southeast and 450 feet east of 138th Avenue Southeast), Right of Way No. 9-1991-005.
- In order to acquire the property and property rights required to facilitate construction of four through-lanes, a continuous center left-turn lane, bicycle facilities, sidewalks, signalization, illumination, landscaping, and drainage facilities along Southeast 240th Street (between 116th Avenue Southeast and 500 feet east of 132nd Avenue Southeast), and then taper down to a three-lane roadway with two through lanes and one continuous two-way center turn lane. portion of the project will also have the five-foot wide bicycle lanes along both sides, curbs, gutters, sidewalks, landscaping, illumination, and retention/detention water quality treatment facilities. The three-lane section will run to approximately 155 feet easterly of 138th Avenue Southeast and then taper down to match the existing two-lane roadway at 450 feet easterly of 138th Avenue Southeast, Right of Way No. 9-1991-005, as provided in this ordinance it is necessary for King County to condemn certain lands and property rights, and rights in property for road purposes as hereinafter more particularly set forth.
- The King County council finds that public health, safety, necessity, and convenience demand that Southeast 240th Street (between 116th Avenue Southeast and 450 feet east of 138th Avenue Southeast), Right of Way No. 9-1991-005, be improved within King County in accordance with the Capital Budget and Program, and that certain properties, property rights, and rights in property be condemned, appropriated, taken, and damaged for the purpose of construction of four through-lanes, a continuous center left-turn lane, bicycle facilities, sidewalks, signalization, illumination, landscaping, and drainage facilities along Southeast 240th Street (between 116th Avenue Southeast and 500 feet east of 132nd Avenue Southeast), and then taper down to a three-lane roadway with two through lanes and one continuous two-way

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center turn-lane. This portion of the project will also have the five-foot wide bicycle lanes along both sides, curbs, gutters, sidewalks, landscaping, illumination, and retention/detention water quality treatment facilities. The three-lane section will run to approximately 155 feet easterly of 138th Avenue Southeast and then taper down to match the existing two-lane roadway at 450 feet easterly of 138th Avenue Southeast, Right of Way No. 9-1991-005, 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 the attached Exhibit "A," and other property rights, and or rights in property be condemned, appropriated, taken, and damaged for the purpose of four through-lanes, a continuous center left-turn lane, bicycle facilities, sidewalks, signalization, illumination, landscaping, and drainage facilities along Southeast 240th Street (between 116th Avenue Southeast and 500 feet east of 132nd Avenue Southeast), and then taper down to a three-lane roadway with two through lanes and one continuous two-way center turn lane. This portion of the project will also have the five-foot wide bicycle lanes along both sides, curbs, gutters, sidewalks, landscaping, illumination, and retention/detention water quality treatment facilities. three-lane section will run to approximately 155 feet easterly of 138th Avenue Southeast and then taper down to match the existing two-lane roadway at 450 feet easterly of 138th Avenue Southeast, Right of Way No. 9-1991-005, subject to the making or paying of just compensation to the owners herein in the manner provided by law.

SECTION 2. Condemnation proceedings are hereby authorized to acquire property and property rights and or rights in property, together with the right to construct and maintain slopes for cuts and fills on certain abutting properties described in the attached Exhibit "A" for the purpose of the subject road improvements.

SECTION 3. The attorneys for King County are hereby authorized and directed to begin to prosecute the proceedings

1	provided by law to condemn, take, and appropriate the land and
2	other property, and property rights necessary to carry out the
3	provisions of this ordinance.
4	INTRODUCED AND READ for the first time this day
5	of
6	PASSED by a vote of to
7	this 29th day of July - , 1996.
8 9	KING COUNTY, COUNCIL KING COUNTY, WASHINGTON
.0	Chair tague
.2	ATTEST:
.3	Deputy Clerk of the Council
.5	APPROVED this day of, 1996.
.6	King County Executive
.8	Attachments: A. Exhibit "A"

12407

WARRANTY DEED

YYAK	KVIATX YYMM
The Grantor herein, SDM Properties, a W Mutual Benefits, conveys and warrants to Washington, hereinafter called Grantee, as fo	
W	TINESTII
WHEREAS, the Grantor represents and wa described as follows: The North Half of the Northeast Quarter of t 21, Township 22 North, Range 5 East, WM, in	rrants that they are the owner of that certain parcel of land he Northwest Quarter of the Northwest Quarter of Section i King County, Washington: EXCEPT portion thereof lying SE"; AND EXCEPT the North 42 feet conveyed to King
50 feet Southerly of and parallel with the cen line 30 feet Westerly of and parallel with the c a 25 foot radius curve return connection of sai	
all necessary slopes for cuts and fills upon the or may be constructed hereafter on said prope conformity with standard plans and specifical	tual Benefits, the Grantor hereby grants the right to make abutting property on each side of any road which is now, aty, may be made on their property as herein set forth, in tions for highway purposes, and to the same extent and en acquired by condemnation proceedings under Eminent
Part of the state	to.
Dated this day of	_, 19
	•
	• .
GRANTOR: SDM, a Washington General I	'artnership
BY:	
	sand-confidential
NAME	
NAME Printed Name of Authorized Signatur	'e
	,
STATE OF WASHINGTON) COUNTY OF KING)	
On the day of, l Washington, duly commissioned and sworn, per me known to be the individual described in acknowledged to me that signed and deed, for the uses and purposes therein mentione	9, before me, a Notary Public in and for the State of resonally appeared to in and who executed the foregoing instrument, and sealed the same as free and voluntary act and d
Given under my hand and official seal the day an	
Server under my name and orneral sem mic day an	ia you mist above minion.

King County Property Services Division

12407

SLOPE EASEMENT

The Grantor herein, SDM Properties, a Washington General Partnership, for the consideration of Mutual Benefits, conveys and warrants to, King County a political subdivision of the State of Washington, hereinafter called Grantee, as follows:

WITNESSTII

WHEREAS, the Grantor represents and warrants that they are the owner of that certain parcel of land described as follows: The North Half of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 21, Township 22 North, Range 5 East, WM, in King County, Washington: EXCEPT portion thereof lying within County Road No. 449 "120th Avenue SE"; AND EXCEPT the North 42 feet conveyed to King County for road by King County Recording Number 6250910

WHEREAS, it has been found necessary in the construction and improvement of the SE 240th Street Project to make slopes on said property of Grantor for cuts and fills as follows:

SLOPE EASEMENT

That part of the above described parcel also referred to as Tract "X"; lying within a strip of land lying Southerly of and adjacent to a line 50 feet Southerly of and parallel with the centerline of SE 240th Street, as surveyed by King County road survey No. 21-22-5-13; BEGINNING at a point on the West line of Tract "X" 50 feet right of centerline of SE 240th Street; THENCE Southerly along said West line to a point 64 feet right of the centerline of SE 240th Street; THENCE to a point 70 feet right of centerline Engineers station 46+50; THENCE to a point 70 feet right of centerline Engineers station 48+60; THENCE Westerly along the South line of SE 240th Street to close at the point of beginning; ALSO; Beginning at a point on the South line of SE 240th Street 50 feet right of centerline Engineers station 49+70; THENCE to a point 60 feet right of SE 240th Street centerline Engineers station 51+00; THENCE to appoint 50 feet left of 120th Avenue SE centerline Engineers station 32+35; THENCE to a point 30 feet left of 120th Avenue SE on the West line of 120th Avenue SE opposite Engineers station 32+35.

Containing an area of 6,580 square feet, or 0.15 acres, more or less.

SLOPE/DRAINAGE EASEMENT

Also that part of Tract "X" lying within a strip of land lying Westerly of a line 30 feet Westerly of and parallel with the centerline of 120th Avenue SE, as surveyed by King County survey No. 21-22-5-13; BEGINNING at a point on the West line of 120th Avenue SE 30 feet left of Engineers station 30+50; THENCE to a point 40 feet left of 120th Avenue SE centerline Engineers station 31+00; THENCE to a point 45 feet left of 120th Avenue SE centerline Engineers station 31+50; THENCE to a point 50 feet left of 120th Avenue SE centerline Engineers station 32+35; THENCE Easterly to a point on the West line of 120th Avenue SE centerline opposite Engineers station 32+35; THENCE Southerly along the West line of 120th Avenue SE to close at the point of beginning.

Containing an area of 1,800 square feet, or 0.04 acres, more or less.

NOW THEREFORE, in consideration of Mutual Benefits, the Grantors hereby agree that said slopes may be made on his property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

IT IS MUTUALLY AGREED AND UNDERSTOOD that this Easement has been conveyed and accepted for public Right-of-Way purposes and in the event of abandonment, vacation, or relocation of said street, road, or highway the rights and interests in the above described lands that are herein conveyed, excepting those that pertain to utilities, shall revert to the Grantors.

IN WITNESS WHEREOF, Grantors have signed this instrument the day and year first written above.

			GRANTOR: SDM, a Washington General Partnership	
•			BY:	
			NAME	
STATE OF WASHINGTON COUNTY OF KING))			
commissioned and sworn, perso	onally appeared oing instrument, an	d acknowledged t	to me that signed and scaled the same as	ribco
Given under my hand and offic	ial scal the day and	year first above w	written.	

residing at

My Appointment expires:

NOTARY PUBLIC in and for the State of Washington

WARRANTY DEED

The grantorhere	C 111		H OF KENT, WASHINGT	UN
for the consideration of	Ten (\$10.0	00)		Dollars
and other valuable consider	ration, convey	and warrant to the	e County of King, State	of Washington
all interest in the following	described real es	itate:		٠
Parcel A: The South 1/2 of Range 5 East, W. M., in K feet deeded to King County County roads.	ing County, Washi	ngton; EXCEPT the E	ast 126 feet; EXCEPT tl	ie West 30
Parcel B: The North 1/2 of Range 5 East, W. M., in Ki the West 30 feet thereof de	ng County, Washin	gton; EXCEPT the East	st 392 feet thereof; AND	
That part of Parcel "A" lyin	ng southerly of and	westerly of the follow	ing described line:	
Beginning at a point on the Southeast opposite Engineer of 120 Avenue Southeast of centerline of 120 Avenue Southeast opposite of Engineer's Stat Avenue Southeast opposite of 120 Avenue Southeast to easterly and parallel to the cline of said Parcel "A"; said Street. ALSO, the exterior northerly of and parallel with patallel with the centerline of Survey No. 21-22-5-13.	r's Station 34 + 77; opposite of Engineer Southeast to a point ion 34 + 00; thence of Engineer's Static of a point 50 feet not centerline of Southed terminus point be fillet area of a 25 th the centerline of 50 f 120 Avenue South	; thence southerly to a er's Station 34 + 18; to 136 feet east of the ce easterly to a point 4 on 34 + 00; thence sourtherly of the centerliest 240 Street to a termine 50 feet northerly foot radius curve retus outheast 240 Street at the statement of the centerlines to the statement of the state	point 36 feet east of the hence southerly and para enterline of 120 Avenue 2 feet east of the centerlatherly and parallel to the me of Southeast 240 Strominus point of said line of the centerline of Southeast 240 irrn connection of said lined and said line 42 feet easter as surveyed by King Connection of Southeast 24 feet easter as surveyed by King Connection of Southeast 25 feet easter as surveyed by King Connection of Southeast 25 feet easter as surveyed by King Connection of Southeast 25 feet easter as surveyed by King Connection of Southeast 25 feet easter as surveyed by King Connection of Southeast 25 feet easter as surveyed by King Connection easter 25 feet east 25 feet easter 25 feet east 25 feet easter 25 fee	e centerline allel to the e Southeast ine of 120 e centerline eet; thence on the east theast 240 ne 50 feet erly of and
Contains an area of 1	1,130 square fo	eet. or 0.256 acr	e more or less	
· · · · · · · · · · · · · · · · · · ·				;
together with the right to reach side of any road whice with standard plans and spair the rights herein granted statutes of the State of Was	ch is now, or may ecifications for hi d had been acqui	be constructed here ghway purposes, and	eafter on said property, to the same extent and	in conformity d purposes as
situated in the County of Ki	ng, State of Washi	ngton.		
Dated this	day of	·····	, A. D. 19	
•				
	***************************************			•••••
		}		į.

Tax Account No: 162205-9105-9031 R/W #9-1991-005, Paicel No. 50

AFTER RECORDING RETURN TO:
King County Property Services Division

12407

		EASEM	ENT	•	
THIS AGREEMENT COVENANT CHURCH OF and King County, a political	KENT, WASH	day of INGTON, a W	ashington Corp	oration, hereinaft	ween EVANGELICA or called the Grantor(s) itee.
WITNESSETH: That consideration, does hereby greasement to construct, reconsidewalks, utilities, roads, and following described land which	ant and convey to struct, operate, a I all other purpose	o the Grantee, it nd maintain dra es not inconsiste	s successors and linage facilities, nt with the Gran	assigns, agents, a slopes, slope roc tee's use across, u	and licensees a perpetua k facing, cuts and fills ander, over, and upon the
Parcel A: The South 1/2 of t W. M., in King County, Wash road by Deed recorded under SW 1/4 of the SE 1/4 of th Washington; EXCEPT the Earoads under Recording No. 49	hington; EXCEPT Recording No. 4 le SW 1/4 of Se list 392 feet there	Tthe East 126 for 1964437; AND, ction 16, Town	eet; EXCEPT the EXCEPT Count iship 22 North,	e West 30 feet dec y roads. <u>Parcel E</u> Range 5 East, W	eded to King County fo 3: The North 1/2 of th 7. M., in King County
Slope Easement: That part of northerly of and parallel with the center Beginning at a point on the ethence easterly to a point 52 point 55 feet left of Southeast Engineer's Station 52 + 75; thradius of 25 feet to the north beginning. Contains an area of	the centerline of rline of 120 Averant line of 120 A feet right of the 240 Street center hence westerly alon; thence northerl	Southeast 240 Southeast as a venue Southeast 120 Avenue Southeast 120 Avenue Southeast 120 Avenue Southe Engineer's cong the north lindy along the east	Street and easterly surveyed by Kinst, 42 feet right of the ast centerline Station 52 + 25; are of Southeast 25; and of 120 A	y of and adjacent ing County Road ing County Road in its Engineer's Station thence to a point in its Engineer; thence	to a line 42 feet easterly Survey No. 21-22-5-13 ineer's Station 33 + 75 on 33 + 75; thence to a 50 feet left of centerling along a curve having a
Slope/Drainage Easement: The and adjacent to the easterly rig 22-5-13 said easterly right of the first Avenue Southeast; LES less.	tht of way line of way line of way line of 120 A	120 Avenue So venue Southeas	utheast as survey t being 30 feet e	ved by King Counasterly of and para	ty Road Survey No. 21- allel with said centerline
Grantee shall have the described property, and the rig to permit others to occupy the	ght to clear and k	eep cleared all	trees and other o	bstructions. Gran	
The rights, conditions, executors, administrators, and					binding upon the heirs,
IN WITNESS WHER	EOF, said unders	igned has execu	ted this instrum	ent this	
GRANTOR: EVANGELICA	AL COVENANT	CHURCH OF	KENT, WASI	IINGTON, a Wa	shington Corporation
BY:		BY:			
Its:			lts:		
BY: Its: STATE OF WASHINGTON)				
COUNTY OF KING)ss)				
On this day	of		, 1996, 1	before me personall	y appeared
•					

said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath

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 appointment expires:_____

, of the corporation that executed the foregoing instrument, and acknowledged

authorized to execute said instrument, and that the seal affixed is the corporate seal of said

stated that

corporation.

to me known to be the

THIS AGREEMENT made this day of, 1996, by and between the control of Kent, Washington, a Washington corporation, hereinafter called the GRANTORS, and Kent, Washington corporation, hereinafter called the GRANTORS, and Mashington corporation called the GRANTORS, which washington corporation called the GRANTORS, and Mashington called the GRANTORS, which washington called the GRANTORS, and Mashington called the GRANTORS, and	veen
County, Washington, hereinaster called the GRANTEE.	King
WITNESSETH:	
WHEREAS, the GRANTORS represent and warrant that they are the owners of that certain parcel of land described follows:	d as
Parcel A: The South 1/2 of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 16, Township 22 North, Range 5 East, W. M., in King County, Washington; EXCEPT the East 126 feet; EXCEPT the West 30 feet deeded to King County for road by Deed recorded under Recording No. 4964437; AND, EXCEPT County roads.	
Parcel B: The North 1/2 of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 16, Township 22 North, Range 5 East, W. M., in King County, Washington; EXCEPT the East 392 feet thereof; AND, EXCEPT the West 30 feet thereof deeded to King County for road by Deed recorded under Recording No. 4964437.	
WHEREAS, the GRANTEE is about to perform certain improvement work on Southeast 240 Street.	
NOW, THEREFORE, in consideration of the premises, the GRANTORS hereby grant to the GRANTEE, by this agreem the right to locate equipment and to work on the following described land for the purposes of carrying on said construction activities that the purposes of the project:	
That portion of Parcel "A" described as follows:	
Beginning at a point on the west line of said Parcel "A" 30 feet east of the centerline of 120 Avenue Southeast opposite Engineer's Station 35 + 80; thence easterly to a point 35 feet east of the centerline of 120 Avenue Southeast opposite Engineer's Station 35 + 80; thence southerly and parallel to the centerline of 120 Avenue Southeast to a point 35 feet east of the centerline of 120 Avenue Southeast opposite Engineer's Station 34 + 77; thence southerly to a point 41 feet east of the centerline of 120 Avenue Southeast opposite of Engineer's Station 34 + 18; thence southerly and parallel to the centerline of 120 Avenue Southeast to a point 41 feet east of the centerline of 120 Avenue Southeast opposite Engineer's Station 34 + 00; thence southerly and parallel to the centerline of 120 Avenue Southeast opposite Engineer's Station 34 + 00; thence southerly and parallel to the centerline of 120 Avenue Southeast opposite Engineer's Station 33 + 75; thence westerly to a point 42 feet easterly of the centerline of 120 Avenue Southeast opposite of Engineer's Station 33 + 75; thence northerly and parallel to the centerline of 120 Avenue Southeast opposite of Engineer's Station 34 + 00; thence westerly to a point 36 feet easterly of the centerline of 120 Avenue Southeast opposite Engineer's Station 34 + 00; thence westerly to a point 36 feet easterly of the centerline of 120 Avenue Southeast opposite of Engineer's Station 34 + 00; thence northerly and parallel to the centerline of 120 Avenue Southeast opposite Engineer's Station 34 + 18; thence northerly to a point 30 feet east of the centerline of 120 Avenue Southeast opposite Engineer's Station 34 + 77; thence northerly and parallel to the centerline of 120 Avenue Southeast opposite Engineer's Station 34 + 77; thence northerly and parallel to the centerline of 120 Avenue Southeast opposite Engineer's Station 36 feet east of the centerline of 120 Avenue Southeast opposite Engineer's Station 37 + 80. Contains an area of 1,025 Sq. Ft. or 0.023 acre more or less This agr	tion
IN WITNESS WHEREOF, the said GRANTORS have hereunto signed the day and year first above written.	
GRANTOR: EVANGELICAL COVENANT CHURCH O KENT WASHINGTON, a Washington Corporation	O F
STATE OF WASHINGTON)	<u> </u>
COUNTY OF KING)	
On this day of, 1996, before me personally appeared	
to me known to be the	
of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and decorporation for the uses and purposes therein mentioned, and on oath stated that authorized to execute sa 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:____

atane entr

R/W # 9 1991 005 -60 TA #212205 9007

12407

AFTER RECORDING RETURN TO: King County Property Services Division

WARRANTY DEED

The Grantor herein, Inez Mordho conveys and warrants to, King Cocalled Grantee, as follows:	rst, an unmarried person for the consideration of Mutual Benefits, unty a political subdivision of the State of Washington, hereinafter
	TENERAL PROCESTE
WHEREAS, the Grantor represent described as follows:	WITNESSTH its and warrants that she is the owner of that certain parcel of land
The Northeast Quarter of the Northsin King County, Washington: EXCE	west Quarter of Section 21, Township 22 North, Range 5 East, WM, EPT those portions for County Road
Southerly of and parallel with the ce No. 21-22-5-13; also that part of Tra the centerline of 120th Avenue SE FURTHER, shall include the exterio 50 feet Southerly of and parallel with and parallel with the centerline of 12 Contains an area of 24,308 square	feet or 0.56 acres more or less
all necessary slopes for cuts and fills or may be constructed hereafter on a conformity with standard plans and	ion of Mutual Benefits, the Grantor hereby grants the right to make supon the abutting property on each side of any road which is now, said property, may be made on their property as herein set forth, in a specifications for highway purposes, and to the same extent and ted had been acquired by condemnation proceedings under Eminent lington.
Dated this day of	, 1 996.
Dated tills day of	, 1990.
	GRANTOR
	T
	Inez Mordhorst
•	
STATE OF WASHINGTON)	
COUNTY OF KING)	
ndividuals described in and who exe	, 19, before me, a Notary Public in and for the State of sworn, personally appeared Inez Mordhorst to me known to be the cuted the foregoing instrument, and acknowledged to me that she iree and voluntary act and deed, for the uses and purposes therein
Given under my hand and official seal	the day and year first above written.
	Ments for many tests, and for the Contract What is also
	NOTARY PUBLIC in and for the State of Washington
	residing at My Appointment expires:
	my reponduon ospiros.

12407

SLOPE EASEMENT

The Grantor herein, Inez Mordhorst, an unmarried person for the consideration of Mutual Benefits, conveys and warrants to, King County a political subdivision of the State of Washington, hereinafter called Grantee, as follows:

WITNESSTIL

WHEREAS, the Grantor represents and warrants that she is the owner of that certain parcel of land described as follows:

The Northeast Quarter of the Northwest Quarter of Section 21, Township 22 North, Range 5 East, WM, in King County, Washington: EXCEPT those portions for County Road

WHEREAS, it has been found necessary in the construction and improvement of the SE 240th Street Project to make slopes on said property of Grantors for cuts and fills as follows:

SLOPE EASEMENT

That part of the above described parcel also referred to as Tract "X" lying Northerly of and adjacent to a line 42 feet Easterly of and parallel with the centerline of 120th Avenue SE as surveyed by King County road survey No. 21-22-5-13; said strip of land described as follows: BEGINNING at a point on the East line of 120th Avenue SE, 42 feet right of centerline Engineer's station 27+57; THENCE to a point 58 feet right of centerline Engineer's station 29+50; THENCE to a point 58 feet right of centerline Engineers station 30+25; THENCE to a point 42 feet right of centerline Engineers station 30+25; THENCE Southerly along the East line of 120th Avenue to close at the point of beginning. Containing an area of 2,744 square feet, or 0.063 acres, more or less

ALSO, that part of Tract "X" lying within a strip of land lying Southerly of and adjacent to a line 50 feet Southerly of and parallel with the centerline of SE 240th Street as surveyed by King County road survey No. 21-22-5-13; BEGINNING at a point on the South line of SE 240th Street, 50 feet right of centerline Engineers station 60+77; THENCE to a point 74 feet right of centerline Engineers station 60+77; THENCE to a point 50 feet right of centerline Engineers station 61+38; THENCE Westerly along the South line of SE 240th Street to close at the point of beginning.

Contains an area of 732 square feet, or 0.0168 acres, more or less

ALSO, that part of Tract "X" lying within a strip of land lying Southerly of and adjacent to a line 50 feet Southerly of and parallel with the centerline of SE 240th Street as surveyed by King County road survey No. 21-22-5-13; BEGINNING at a point on the South line of SE 240th Street, 50 feet right of centerline Engineers station 62+50; THENCE to a point 56 feet right of centerline Engineers station 64+00; THENCE to a point 50 feet right of centerline Engineers station 64+70; THENCE Westerly along the South line of SE 240th Street to close at the point of beginning.

Contains an area of 660 square feet, or 0.0152 acres, more or less

Total Slope Easement: 4,136 square feet, or 0.0949 acres, more or less

NOW THEREFORE, in consideration of Mutual Benefits, the Grantors hereby agree that said slopes may be made on his property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

IT IS MUTUALLY AGREED AND UNDERSTOOD that this Easement has been conveyed and accepted for public Right-of-Way purposes and in the event of abandonment, vacation, or relocation of said street, road, or highway the rights and interests in the above described lands that are herein conveyed, excepting those that pertain to utilities, shall revert to the Grantors.

Dated this day of	, 1996	
	Incz Mordhorst	
STATE OF WASHINGTON (COUNTY OF KING)		
commissioned and sworn, personally a	, 19, before me, a Notary Public in and for the State appeared Inez Mordhorst to me known to be the individuals acknowledged to me that she signed and sealed the same as her ein mentioned.	described in and who
Given under my hand and official seal th	ne day and year first above written.	
. '	NOTARY PUBLIC in and for the State of Washington residing at	
	My Appointment expires:	

King County Property Services Division

12407

DRAINAGE EASEMENT

The Grantor herein, Inez Mordhorst, an unmarried person for the consideration of Mutual Benefits, conveys and warrants to, King County a political subdivision of the State of Washington, hereinaster called Grantee, as follows:

WITNESSTH

WHEREAS, the Grantor represents and warrants that she is the owner of that certain parcel of land described as follows:

The Northeast Quarter of the Northwest Quarter of Section 21, Township 22 North, Range 5 East, WM, in King County, Washington: EXCEPT those portions for County Road

WHEREAS, said Grantors, by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a right of way easement for a drainage facility over, through, across, and under the property hereinafter described as follows:

That part of the above described parcel designated as Tract "X" lying within a strip of land lying Easterly of and adjacent to a line 42 feet Easterly of and parallel with the centerline of 120th Avenue SE, as surveyed by King County Road survey No. 21-22-5-13. BEGINNING at a point 42 feet right of the centerline of 120th Avenue SE Engineer's station 31+90; THENCE East to a point 52 feet right of 120th Avenue SE centerline Engineer's station 31+90, THENCE North to a point 52 feet right of 120th Avenue SE centerline Engineer's station 32+43; THENCE East to a point 42 feet right of 120th Avenue SE centerline Engineer's station 32+43, THENCE Southerly along the West line of 120th Avenue SE to close at the point of beginning.

Containing 530 Square Feet or 0.0122 acres, more or less.

ALSO; that part of Tract "X" lying within a strip of land lying Southerly of and adjacent to a line 50 feet Southerly of and parallel with the centerline of SE 240th Street as surveyed by King County road survey No. 21-22-5-13; Beginning at a point 50 feet right of centerline of SE 240th Street Engineer's station 58+60; THENCE East to a point 70 feet right of SE 240th Street centerline Engineer's station 59+00; THENCE East to a point 50 feet right of SE 240th Street centerline Engineer's station 59+00; THENCE East to a point 50 feet right of SE 240th Street centerline Engineer's station 59+60; THENCE Westerly along the North line of SE 240th Street to close at the point of beginning.

Containing 800 Square Feet or 0.0184 acres, more or less.

WHEREAS, said Grantee, its successors and assigns, shall have the right at such time as may be necessary, to enter upon said property for the purpose of constructing, reconstructing, maintaining, and repairing said drainage facility.

NOW THEREFORE, in consideration of Mutual Benefits, the Grantor hereby agree that said drainage facility may be made on their property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

Dated this day of _	, 1996	
· · · · · · · · · · · · · · · · · · ·		GRANTOR:
:		Inez Mordhorst
STATE OF WASHINGTON COUNTY OF KING)) SS)	
commissioned and sworn, person	onally appeared Inez Mordhors nt, and acknowledged to me that	e, a Notary Public in and for the State of Washington, duly to me known to be the individuals described in and who she signed and sealed the same as her free and voluntary act
Given under my hand and officia	I seal the day and year first above	written.
•	NOTARY PUB	LIC in and for the State of Washington

My Appointment expires:

King County Property Services Division

12407

TEMPORARY CONSTRUCTION EASEMENT	
THIS AGREEMENT made this day of, 1996, between Inez Mordhorst, an unmarried person, hereinafter called Grantor, for the consideration of Mutual Benefits and other valuable considerations, and King County, a political subdivision of the State of Washington, hereinafter called Grantee, as follows:	
WITNESSTII	
WHEREAS, the Grantor represents and warrants that she is the owner of that certain parcel of land	•
described as follows: The Northeast Quarter of the Northwest Quarter of Section 21, Township 22 North, Range 5 East, WM, in King County, Washington: EXCEPT those portions for County Road.	
TEMPORARY CONSTRUCTION EASEMENT FOR WALLS	
That portion of the above described parcel, also known as Tract "X", lying Southerly of a line 50 feet Southerly of and parallel with the centerline of SE 240th Street and Easterly of a line 42 feet Easterly of and parallel to the centerline of 120th Avenue SE, both centerlines as surveyed by King County road survey No. 21-22-5-13, and Northerly of and Westerly of the following described line: Beginning at a point on the South line of SE 240th Street, 50 feet right of centerline Engineers station 60+77; THENCE Southerly to a point 60 feet right of the centerline of SE 240th Street opposite Engineers station 60+77; THENCE Westerly to a point 60 feet right of the centerline of SE 240th Street opposite Engineers station 52+13; THENCE Southwesterly to a point 52 feet right of the centerline of 120th Avenue SE opposite Engineers station 30+25; THENCE Westerly to a terminus point of said line 42 feet left of the centerline of 120th Avenue SE opposite Engineers station 30+25.	
Contains an area of 10,700 square feet or 0.245 acres, more or less.	
NOW THEREFORE, in consideration of Mutual Benefits, the Grantor hereby grants to Grantee, its successors, assigns, agents and licensees, the right to locate equipment and to perform work on the following described land for the purposes of carrying on said construction activities consistent with the purposes of the project and located within the above described parcel. This agreement shall remain in existence until such time as Grantee will have fully carried out the original construction activities necessary to complete the project.	
IN WITNESS WHEREOF, Grantor has signed this instrument the day and year first above written.	
GRANTOR	
Inez Mordhorst	
STATE OF WASHINGTON)) SS COUNTY OF KING)	
On the day of, 1996, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Inex Mordhorst to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me hat she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes herein mentioned.	
Given under my hand and official seal the day and year first above written.	
NOTARY PUBLIC in and for the State of Washington	

My Appointment expires:

residing at_

King County Property Services Division

12407

WARRANTY DE	ED
(with take)	_
The Grantors herein, Ferdinand and Berta M. Walla, Hush Mutual Benefits, conveys and warrants to the City of Kent, a Washington, hereinafter called Grantee, as follows:	
WITNESSTH	
WHEREAS, the Grantors represent and warrant that they are described as follows:	the owners of that certain parcel of land
The West 396 feet of the North 660 feet of the West Half of Quarter of Section 21, Township 22 North, Range 5 East, WM, that portion thereof lying within SE 240th Street as presently established.	in King County, Washington: EXCEPT
DEED TAKE That portion of the above described parcel, also known as Trac Southerly of and parallel with the centerline of SE 240th Street and No. 21-22-5-13 Contains an area of 7,920 square feet or 0.1818 acres more on	as surveyed by King County road survey
NOW THEREFORE, in consideration of Mutual Benefits, the make all necessary slopes for cuts and fills upon the abutting prenow, or may be constructed hereafter on said property, may be made in conformity with standard plans and specifications for highway purposes as if the rights herein granted had been acquired by conformity statutes of the State of Washington.	operty on each side of any road which is nade on their property as herein set forth, ny purposes, and to the same extent and
Dated this day of, 19	
GRAN	rors
Ferdina	nd Walla
Berta M	. Walla
STATE OF WASHINGTON) COUNTY OF KING)	
On the day of, 19, before me Washington, duly commissioned and sworn, personally appeared known to be the individuals described in and who executed the foto me that they signed and sealed the same as their free and verification.	pregoing instrument, and acknowledged

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

NOTARY PUBLIC in an	d for th	e State o	of Washington
residing at			
My Appointment expires:			

purposes therein mentioned.

WARRANTY DEED

The grantor	here in <u>The Tru</u>	stees of The	Southland Empl	<u>oyees Trust</u>	<u>ınder</u>
	Trust A	greement date	d December 30,	1974	بد المست عنصيب کا بي فر استان بي هر بيان نده
for the consideration	of Ten (\$1	0.00) Dollars	ا حد الله على الله		Dollars
and other valuable co	onsideration, convey	and warrant	to the County	of King, State o	f Washington
all interest in the fol	lowing described rea	l estate:		•	
	•			,	· .
That portion lying to a line 50 feet we a line 50 feet south described property:	northeasterly of the st of and parallel to of and parallel to	the centerline o	f 132nd Avenue	Southeast and ta	angent to
	g County Short Pl , said Short Plat b Township 22 No	eing a portion of	of the NE 1/4 o	f the NE 1/4 o	\mathbf{f}
CONTAINS	SAN AREA OF 134.	.1 SQUARE FEI	ET, OR 0.0031 A	CRE, MORE OI	R LESS.
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together with the right each side of any road with standard plans a if the rights herein g statutes of the State o	l which is now, or nd specifications for granted had been ac	may be construct highway purpos	ted hereafter on ses, and to the s	said property, in ame extent and	n conformity purposes as
situated in the County	of King, State of Wa	ishington.			
Dated this	day of	·····	, Л	. D. 19	
Witness:		1		•	
	•••••				

12407

WARRANTY DEED

(with take)
The Grantor herein, Puget Sound Power and Light Company, a Massachusetts Corporation for the consideration of Mutual Benefits, conveys and warrants to, King County a political subdivision of the State of Washington, hereinafter called Grantee, as follows:
WITNESSTH
WHEREAS, the Grantor represents and warrants that they are the owner of that certain parcel of lan
described as follows: South 825 feet of the West Half of the West Half of the East Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 15, Township 22 North, Range 5 East, WM, in King County, Washington EXCEPT that portion within SE 240th Street DEED TAKE
That portion of the above described parcel, also known as Tract "X", that part lying Southerly of a lin 50 feet Northerly of and parallel with the centerline of SE 240th Street as surveyed by King County roa survey No. 21-22-5-13 Contains an area of 3,309 feet or 0.076 more or less
NOW THEREFORE, in consideration of Mutual Benefits, the Grantor hereby grants the right to mak all necessary slopes for cuts and fills upon the abutting property on each side of any road which is now or may be constructed hereafter on said property, may be made on their property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminen Domain statutes of the State of Washington.
Dated this day of, 19
GRANTOR: Puget Sound Power and Light Company
BY:
NAME Printed Name of Authorized Signature
STATE OF WASHINGTON) COUNTY OF KING)
On theday of, 19, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be 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.
Olven under my hand and official seal the day and year first above written.
NOTARY PURLIC in and for the State of Washington
NETTALLY PILICE IC to and for the State of Wachington

residing at

My Appointment expires:

12407

DRAINAGE EASEMENT

The Grantor herein, Puget Sound Power and Light Company, a Massachusetts Corporation for the consideration of Mutual Benefits, conveys and warrants to, King County a political subdivision of the State of Washington, hereinafter called Grantee, as follows:

WITNESSTIL

WHEREAS, the Grantor represents and warrants that they are the owner of that certain parcel of land described as follows:

South 825 feet of the West Half of the West Half of the East Half of the Southwest Quarter of the Southwest Quarter of Section 15, Township 22 North, Range 5 East, WM, in King County, Washington; EXCEPT that portion within SE 240th Street

WHEREAS, said Grantor, by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a right of way easement for a drainage facility over, through, across, and under the property hereinalter described as follows:

That part of the above described parcel designated as Tract "X" lying within a strip of land lying Northerly of and adjacent to a line 50 feet Northerly of and parallel with the centerline of SE 240th Street as surveyed by King County Road survey No. 21-22-5-13. BEGINNING at a point on the West line of said Tract "X", 50 feet left of the centerline of SE 240th Street; THENCE Northerly along said West line to a point 70 feet left of the centerline of SE 240th Street; THENCE to a point on the East line of said Tract "X", 70 feet left of centerline of SE 240th Street, THENCE Southerly along said East line to a point 50 feet left of centerline of SE 240th Street; THENCE Westerly along the North line of SE 240th Street to close at the point of beginning.

Containing ,3320 Square Feet or 0.0762 acres, more or less.

GRANTOR: Puget Sound Power and Light Company

WHEREAS, said Grantee, its successors and assigns, shall have the right at such time as may be necessary, to enter upon said property for the purpose of constructing, reconstructing, maintaining, and repairing said drainage facility.

NOW THEREFORE, in consideration of Mutual Benefits, the Grantor hereby agree that said drainage facility may be made on their property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

IN WITNESS WHEREUF, Grantor have signed this instrument the day and year first written above.

NAME
Printed Name of Authorized Signature

STATE OF WASHINGTON)
COUNTY OF KING)

On the ____ day of _____, 19 ___, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ______ to me known to be 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.

residing at

Mo Annointment expires:

NOTARY PUBLIC in and for the State of Washington

12407

WARRANTY DEED

,	(with take) (with take) The Grantor herein, SDM Properties, a Washington General Partnership, for the consideration of Mutual Benefits, conveys and warrants to, King County a political subdivision of the State of Washington, hereinafter called Grantee, as follows:
	. WITNESSTII
	WHEREAS, the Grantor represents and warrants that they are the owner of that certain parcel of land
	described as follows: The North Half of the South Half of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 21, Township 22 North, Range 5 East, WM, in King County, Washington: EXCEPT portion thereof lying within County Road No. 449 "120th Avenue SE"; SUBJECT TO easements, restrictions, and reservations of record, and to encroachment by community driveway centered on the South line; TOGETHER WITH a one-quarter ownership interest in the community well and water system presently serving the residence of this property.
	DEED TAKE
	That portion of the above described parcel, also known as Tract "X", that part lying Easterly of a line 30 feet Westerly of and parallel with the centerline of 120th Avenue SE as surveyed by King County road survey No. 21-22-5-13
	Contains an area of 1,650 square feet or 0.038 acres more or less
	NOW THEREFORE, in consideration of Mutual Benefits, the Grantor hereby grants the right to make all necessary slopes for cuts and fills upon the abutting property on each side of any road which is now, or may be constructed hereafter on said property, may be made on their property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.
	Dated this day of, 19
	GRANTOR: SDM, a Washington General Partnership
j	BY:
,	NAME
i	NAMEPrinted Name of Authorized Signature
	TATE OF WASHINGTON) COUNTY OF KING)
8	On theday of, 19, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared to me known to be the individual described in and who executed the foregoing instrument, and cknowledged to me that signed and sealed the same as free and voluntary act and ced, for the uses and purposes therein mentioned.
(Given under my hand and official seal the day and year first above written.

residing at

My Appointment expires: _

NOTARY PUBLIC in and for the State of Washington

INDEX - ORDINANCE

Southeast 240th Street (between 116th Avenue Southeast and 450 feet east of 138th Avenue Southeast)

DOCUMENTS FOR RIGHT OF WAY 9-1991-005

PARCEL	DOCUMENT	IDEN	TIFIC	ATION	•			•	PAGE NO.
45 45	DEED . EASEMENT	•	•				•	•	1 2
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