

1 No. 9-1994-017, it is necessary for King County to condemn certain lands and property
2 rights and rights in property for road purposes as more particularly set forth in this
3 ordinance.

4 7. The King County council finds that public health, safety, necessity and
5 convenience demand that Novelty Bridge 404 B be replaced and Northeast 124th Street
6 between West Snoqualmie Valley Road and State Route 203, Right-of-Way No. 9-1994-
7 017, and improvements within King County in accordance with the capital budget and
8 program, and that certain properties, property rights and rights in property be condemned,
9 appropriated, taken and damaged for the purpose of construction of a bridge, two travel
10 lanes with shoulders, drainage facilities, slopes for cuts and fills, and temporary
11 construction easement along Northeast 124th Street between West Snoqualmie Valley
12 Road and State Route 203, Right-of-Way No. 9-1994-017, as provided in this ordinance.

13 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

14 SECTION 1. The King County council has deemed it necessary and in the best
15 interest of the citizens of King County that any combination of the lands described in the
16 attachments of this ordinance, other property rights or rights in property be condemned,
17 appropriated, taken and damaged for the purpose of Novelty Bridge 404 B replacement and
18 Northeast 124th Street for a bridge, two travel lanes with shoulders, drainage facilities,
19 slopes for cuts and fills, and temporary construction easement between West Snoqualmie
20 Valley Road and State Route 203, Right-of-Way No. 9-1994-017, subject to the making or
21 paying of just compensation to the owners herein in the manner provided by law.

22 SECTION 2. Condemnation proceedings are hereby authorized to acquire any
23 combination of property, property rights or rights in property, together with the right to
24 construct and maintain Novelty Bridge 404 B, two travel lanes with shoulders, drainage
25 facilities, slopes for cuts and fills on certain abutting properties, and temporary
26 construction easement purposes described in the attachments of this ordinance for the
27 purpose of the subject replacement and improvements.

1 SECTION 3. The attorneys for King County shall begin to prosecute the
2 proceedings provided by law to condemn, take and appropriate the land and other rights to
3 property and property rights necessary to carry out this ordinance.

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 SECTION 1.

6 INTRODUCED AND READ for the first time this 25th day of

7 January, 1999.

8 PASSED by a vote of 9 to 2 this 22nd day of February,

9 1999.

10 KING COUNTY COUNCIL
11 KING COUNTY, WASHINGTON

12 Beise Miller
13 Chair

14 ATTEST:

15 Annemoris
16 Clerk of the Council

17 APPROVED this 4th day of March, 1999

18 David Arnes
19 King County Executive

20 Attachments: A. Index, dated 2/10/99
21 B. Documents, dated 2/10/99
22

FILED FOR RECORD AT REQUEST

AFTER RECORDING RETURN TO:
 King County Property Services Division
 500 Fourth Avenue, Room 500A
 Seattle, WA 98104

Document Title: 9-1994-017-5
 Grantor: W. F. Development Co.
 Grantee: King County
 Legal Des: S26 T26N R6E
 Tax Account: 262606-9004

DRAINAGE, SLOPES, & UTILITIES EASEMENT

THIS AGREEMENT made this _____ day of _____, 1999, between W. F. DEVELOPMENT COMPANY, a Washington limited liability company, hereinafter called the Grantor, and KING COUNTY, a political subdivision of the State of Washington, hereinafter called the Grantee.

WITNESSETH

That the Grantor for and in consideration of TEN DOLLARS (\$10.00), and other valuable consideration, does hereby grant and convey to the Grantee, its successors and assigns, agents, and licensees a perpetual easement to construct, reconstruct, operate, and maintain drainage facilities, slopes, cuts and fills, utilities, and all other purposes not inconsistent with the Grantee's use across, under, over, and upon the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

EASEMENT DESCRIPTION: That portion of Parcel "A" described as follows:
 Beginning on the south line of Parcel "A" being the north line of Northeast 124th Street, at Engineer's Station 21+18.05, Left 30.00 feet as shown on King County Survey No. 26-26-06-7;
 thence North 00° 16' 30" East a distance of 6.58 feet to Engineer's Station 21+18.11, Left 36.58 feet;
 thence North 83° 22' 48" East a distance of 263.71 feet to Engineer's Station 23+80.22, Left 65.62 feet;
 thence parallel with the south line of Parcel "A" North 89° 42' 06" East a distance of 51.89 feet to the east line of said Parcel "A" being the west boundary of the Snoqualmie River which is subject to change with natural processes at approximate Engineer's Station 24+32.11, Left 65.62 feet;
 thence southerly along said west river boundary to the south line of Parcel "A" at approximate Engineer's Station 24+45.83, Left 39.86 feet;
 thence westerly along said south line to the point of beginning.

PARCEL A: Government Lot 5, Section 26, Township 26 North, Range 6 East, W. M., in King County, Washington.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above described property, and the right to clear and keep cleared all trees and other obstructions. Grantee shall have the right to permit others to occupy the easement jointly with the Grantee for utility purposes.

2/10/99

R/W 9-1994-017-5
DRAINAGE, SLOPES, & UTILITIES EASEMENT

This property is being acquired under the threat of Eminent Domain Statutes of the State of Washington.

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____ day of _____, 1999.

W. F. DEVELOPMENT COMPANY,
a Washington Limited Liability Company

ITS: _____

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this day _____ of _____, 1999, before me personally appeared

to me known to be the _____
of the company that executed the foregoing instrument, and acknowledged said instrument to be the free and
voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that
_____ is/are authorized to execute said instrument for the purposes therein mentioned.

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

13416

2/10/99

R/W 9-1994-017-4
Tax No. 262606-9016

TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT made this _____ day of _____, 1999, by and between W. F. DEVELOPMENT COMPANY, a Washington limited liability company, hereinafter called the Grantor, and KING COUNTY, Washington, hereinafter called the Grantee.

WITNESSETH:

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

All that portion of the north half of the southeast quarter of Section 26, Township 26 North, Range 6 East, W. M., in King County, Washington, lying southerly of Northeast 124th Street, and northerly and westerly of the Snoqualmie River.

WHEREAS, the Grantee is about to perform certain improvement work on Novelty Bridge 404B.

NOW, THEREFORE, in consideration of the premises, the Grantor hereby grants to the Grantee, by this agreement, the right to locate equipment on the following described land for the purposes of carrying on said construction activities:

EASEMENT DESCRIPTION: That portion described as follows:

Beginning on the north line being also the south line of Northeast 124th Street at Engineer's Station 24+45.83, Right 30.00 feet as shown on King County Survey No. 26-26-06-7;

thence perpendicular from said north line South 00° 17' 54" East a distance of 35.62 feet to Engineer's Station 24+45.83, Right 65.62 feet;

thence North 89° 42' 06" East a distance of 85.60 feet to the east line and being the westerly boundary of the Snoqualmie River which is subject to change with natural processes at approximate Engineer's Station 25+31.44, Right 65.62 feet;

thence northerly along said west river boundary to the north line of said parcel at approximate Engineer's Station 24+97.67, Right 30.00 feet;

thence along said north line North 89° 42' 06" West a distance of 51.84 feet to the point of beginning.

Contains an area of 2,450 square feet, or 0.056 acre.

ALSO, that portion described as follows:

Beginning at Engineer's Station 21+56.88, Right 40.11 feet as shown on King County Survey No. 26-26-06-7;

thence South 00° 02' 44" West a distance of 222.18 feet to Engineer's Station 21+55.55, Right 262.28 feet;

thence North 89° 45' 53" East a distance of 165.62 feet to Engineer's Station 23+21.16, Right 262.47 feet;

thence North 00° 17' 54" West a distance of 203.60 feet to Engineer's Station 23+21.16, Right 58.87 feet;

thence North 83° 46' 55" West a distance of 165.35 feet to the point of beginning.

This agreement shall remain in existence until such time as Grantee will have fully carried out the original construction necessary to complete the project.

2/10/99

R/W 9-1994-017-4
TEMPORARY CONSTRUCTION EASEMENT

IN WITNESS WHEREOF, the said Grantor has hereunto signed the day and year first above written.

W. F. DEVELOPMENT COMPANY,
a Washington Limited Liability Company

_____ ITS: _____

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this day _____ of _____, 1999 before me personally appeared

to me known to be the _____
of the company that executed the foregoing instrument, and acknowledged said instrument to be the free and
voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that
_____ is/are authorized to execute said instrument for the purposes therein mentioned.

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

FILED FOR RECORD AT REQUEST

AFTER RECORDING RETURN TO:
 King County Property Services Division
 500 Fourth Avenue, Room 500A
 Seattle, WA 98104

Document Title: 9-1994-017-4
 Grantor: W. F. Development Co.
 Grantee: King County
 Legal Des: S26 T26N R6E
 Tax Account: 262606-9016

DRAINAGE, SLOPES, & UTILITIES EASEMENT

THIS AGREEMENT made this _____ day of _____, 1999, between W. F. DEVELOPMENT COMPANY, a Washington limited liability company, hereinafter called the Grantor, and KING COUNTY, a political subdivision of the State of Washington, hereinafter called the Grantee.

WITNESSETH

That the Grantor for and in consideration of TEN DOLLARS (\$10.00), and other valuable consideration, does hereby grant and convey to the Grantee, its successors and assigns, agents, and licensees a perpetual easement to construct, reconstruct, operate, and maintain drainage facilities, slopes, cuts and fills, utilities, and all other purposes not inconsistent with the Grantee's use across, under, over, and upon the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

That portion of Parcel "A" described as follows:

Beginning at a point on the north line of Parcel "A" being the south line of the public roadway (Northeast 124th Street) as conveyed to King County by Deed recorded under Recording No. 148012, at Engineer's Station 16+90.22, 39.97 feet Right as shown on King County Survey No. 26-26-06-7;
 thence at right angles from the construction centerline shown on said King County Survey, South 02° 45' 28" West, a distance of 456.51 feet to Engineer's Station 16+77.22, Right 496.32 feet;
 thence South 87° 43' 11" East a distance of 172.24 feet to Engineer's Station 18+77.10, Right 494.80 feet;
 thence North 54° 41' 35" East a distance of 388.52 feet to Engineer's Station 21+55.55, Right 262.28 feet;
 thence North 00° 02' 44" East a distance of 229.23 feet to the north line of said Parcel "A" at Engineer's Station 21+56.89, Right 33.07 feet;
 thence westerly along said north line to the point of beginning.

ALSO THAT portion of Parcel "A" described as follows:

Beginning at a point on the north line of Parcel "A," being the south line of the public roadway (Northeast 124th Street) as conveyed to King County by Deed recorded under Recording No. 148012 at Engineer's Station 21+56.89, Right 33.07 feet as shown on King County Survey No. 26-26-06-7;

R/W 9-1994-017-4
DRAINAGE, SLOPES, & UTILITIES EASEMENT

thence South 00° 02' 44" a distance of 7.05 feet to Engineer's Station 21+56.88, Right 40.11 feet;
thence South 83° 46' 55" East a distance of 224.79 feet to Engineer's Station 23+80.22, Right 65.62 feet;
thence North 89° 42' 06" East a distance of 65.62 feet to Engineer's Station 24+45.83, Right 65.62 feet;
thence North 00° 17' 54" West a distance of 35.62 feet to the north line of said Parcel "A" at Engineer's Station 24+45.83, Right 30.00 feet;
thence westerly along said north line to the point of beginning.

PARCEL A: All that portion of the south half of Section 26, Township 26 North, Range 6 East, W. M., in King County, Washington, lying southerly of Northeast 124th Street, easterly of the east margin of West Snoqualmie Valley Road and westerly of the Snoqualmie River.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above described property, and the right to clear and keep cleared all trees and other obstructions. Grantee shall have the right to permit others to occupy the easement jointly with the Grantee for utility purposes.

This property is being acquired under the threat of Eminent Domain Statutes of the State of Washington.

IN WITNESS WHEREOF, the undersigned has executed this instrument this ____ day of _____, 1999.

W. F. DEVELOPMENT COMPANY,
a Washington Limited Liability Company

ITS: _____

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this day _____ of _____, 1999, before me personally appeared

to me known to be the _____
of the company that executed the foregoing instrument, and acknowledged said instrument to be the free and
voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that
_____ is/are authorized to execute said instrument for the purposes therein mentioned.

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

AFTER RECORDING RETURN TO:
King County Property Services Division
500 Fourth Avenue, Room 500A
Seattle, WA 98104

Document Title: 9-1994-017-9
Grantor(s): 1) Pickering, Mildred
Grantee: King County
Legal Des: Gvt. Lot 3, Ptn SE1/4 NW1/4 S25, T26N R6E
Tax Account: 252606-9008

EASEMENT

THIS AGREEMENT made this _____ day of _____, 1999, between MILDRED PICKERING, as her separate estate, hereinafter called the Grantor, and KING COUNTY, a political subdivision of the State of Washington, hereinafter called the Grantee.

WITNESSETH

That the Grantor for and in consideration of TEN DOLLARS (\$10.00), and other valuable consideration, does hereby grant and convey to the Grantee, its successors and assigns, agents, and licensees a perpetual easement to construct, reconstruct, operate, and maintain drainage facilities, slopes, cuts and fills, shade and planting mitigation, utilities, and all other purposes not inconsistent with the Grantee's use across, under, over, and upon the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

SHADE AND PLANTING MITIGATION: ALSO that portion of Parcel "A" described as follows:

A strip of land 50 feet in width and approximately 750 feet long running parallel with and adjoining the right (easterly) side of the Snoqualmie River, and lying between Engineer's Station 35+90 and Engineer's Station 42+45 as shown on King County Survey No. 26-26-06-7. An approximate metes and bounds description of said strip, based on the position of the river as located by aerial survey in March of 1995 for said King County Survey No. 26-26-06-7 is as follows:

Commencing at the southwest corner of Government Lot 3, Section 25, Township 26 North, Range 6 East, W. M., being Engineer's Station 34+65.52 centerline of Northeast 124th Street, as shown on King County Survey No. 26-26-06-7;

thence along the south line of said Government Lot 3, South 89° 35' 02" East, a distance of 124.8 feet to Engineer's Station 35+90.00, centerline;

thence at right angles from said south line North 00° 24' 58" East a distance of 735.00 feet to Engineer's Station 35+90, Left 735.00 feet, being the True Point of Beginning;

thence South 55° 29' 57" East a distance of 371.80 feet to Engineer's Station 39+00, Left 525.00 feet;

thence South 71° 50' 22" East a distance of 169.73 feet to Engineer's Station 40+60, Left 475.00 feet;

thence North 43° 57' 01" East a distance of 123.56 feet to Engineer's Station 41+44.85, Left 564.25 feet, a point hereafter referred to as Point "C";

thence continue North 43° 57' 01" East a distance of 145.10 feet to Engineer's Station 42+45, Left 670.00 feet;

thence North 46° 02' 59" West at right angles to the easterly boundary of the Snoqualmie River, a distance of 50.00 feet to said easterly boundary at approximate Engineer's Station 42+08.38, Left 704.05 feet;

thence approximately 750 feet southwesterly and northwesterly along said easterly river boundary, which is subject to change with natural processes, to the point nearest the point of beginning at approximate Engineer's Station 36+18.02, Left 776.34 feet;

thence at right angles to said river boundary, approximate South 34° 30' 03" West a distance of 50.00 feet to the point

of beginning.

Contains an approximate area of 38,580 sq. ft., or 0.886 acre. -

ALSO a strip of land approximately centered on an existing dirt roadway, more particularly described as follows:

A strip of land 12 feet in width lying 6 feet on each side of the following described line:

Beginning at a point on the south line of Parcel "A" being Engineer's Station 41+38 Left 40 feet;

thence North 02° 56' 03" East a distance of 125.12 feet to Engineer's Station 41+43.50 Left 165.00 feet as shown on King County Survey No. 26-26-06-7;

thence North 02° 13' 29" East a distance of 95.05 feet to Engineer's Station 41+46.50, Left 260.00 feet;

thence North 00° 06' 22" East a distance of 304.25 feet to Point "C" on the south line of the second above described easement, being Engineer's Station 41+44.85, Left 564.25 feet, the terminus of the herein described line. The sidelines of said 12-foot strip extend to the boundaries of above described easements.

Contains an area of 4,800 square feet, or 0.110 acre.

Total area of easements: 45,281.44 square feet, or 1.04 acre.

PARCEL "A": Government Lot 3, and that portion of the southeast quarter of the northwest quarter lying westerly of the westerly margin of the Chicago, Milwaukee, and St. Paul Railroad Company conveyed by Deed recorded under Recording No. 705245, all in Section 25, Township 26 North, Range 6 East, W. M.;

TOGETHER with that portion of vacated Northeast 124th Street adjoining, which upon vacation, attached to said property by operation of law;

EXCEPT that portion conveyed to King County for Northeast 124th Street Extension by Deed recorded under Recording Number 7209120391;

ALSO EXCEPT any portion thereof lying within Northeast 124th Street.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above described property, and the right to clear and keep cleared all trees and other obstructions. Grantee shall have the right to permit others to occupy the easement jointly with the Grantee for utility purposes.

This property is being acquired under the threat of Eminent Domain Statutes of the State of Washington.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the undersigned has executed this instrument this _____ day of _____ 1999.

MILDRED PICKERING

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this day personally appeared before me Mildred Pickering, to me known to be the individual described in and who executed the within the foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the _____ day of _____, 1999

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