



Signature Report

January 9, 2012

Ordinance 17249

Proposed No. 2011-0424.1

Sponsors Lambert

1 AN ORDINANCE authorizing the King County executive
2 to transfer and assign an easement to the Cedar River water
3 and sewer district.

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 SECTION 1. Findings:

6 A. In 2004, King County acquired a utility easement from the Fairwood Golf and
7 Country Club in Renton, Washington, to install and construct a wastewater interceptor
8 pipeline together with all connections, manholes and appurtenances thereto as part of the
9 Fairwood Interceptor project.

10 B. The Cedar River water and sewer district ("the district") operates and
11 maintains a local sewage collection system which includes the area of the Fairwood Golf
12 and Country Club. The district's local sewer collection system also includes a separate
13 wastewater pipeline referred to as Trunk D which connects the district's sewer collection
14 system in Fairwood to the county's Madsen Creek Interceptor pipeline.

15 C. King County and the district believe that it is in the best interest of their
16 respective ratepayers that King County formally transfer to the district the ownership and
17 responsibility for that portion of the county's wastewater interceptor pipeline located in
18 the Fairwood Golf and Country Club property together with an assignment of the utility
19 easement for that portion of the interceptor pipeline.

20 D. Pursuant to K.C.C. 4.56.115, the King County executive is authorized to grant
21 or assign utility easements necessary for utility purposes other than to serve county
22 property so long as the utility easements will not interfere with or hinder the use of the
23 property and so long as the grant of utility easements is first approved by the council.

24 E. Pursuant to K.C.C. 4.56.140, the county may dispose of county real property
25 interests to another governmental agency by direct negotiation, upon such terms as may
26 be agreed upon and for such consideration as may be deemed by the county to be
27 adequate.

28 SECTION 2. The King County executive is hereby authorized to execute the
29 grant, conveyance and assignment of utility easement in substantially the same form as

30 Attachment A to this ordinance in favor of the district for that portion of the interceptor
31 pipeline described in Attachment A to this ordinance.
32


Ordinance 17249 was introduced on 10/31/2011 and passed by the Metropolitan King County Council on 1/9/2012, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott
No: 0
Excused: 0

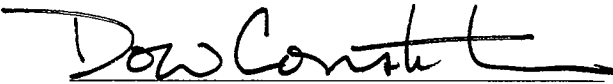
KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

ATTEST:


Anne Noris, Clerk of the Council

APPROVED this 21 day of JANUARY, 2012.


Dow Constantine, County Executive

RECEIVED
2012 JAN 23 PM 1:06
CLERK
KING COUNTY COUNCIL

Attachments: A. Assignment of Easement

When Recorded Mail To:

Cedar River Water and Sewer District
PO Box 1040
Maple Valley, WA 98038

ASSIGNMENT OF EASEMENT

Grantor(s): King County a political subdivision of the State of Washington
Grantee(s): Cedar River Sewer and Water District, a municipal corporation of the State of Washington

Legal Description (abbr): NE ¼ of SW ¼ Sec. 26, Twn 23N, R5E
Assessor's Tax Parcel No.: 247337-2840-01
Related Recording: 20040324000914

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, King County, a political subdivision of the State of Washington, ("Grantor" and "Assignor") hereby grants, conveys and assigns to the Cedar River Water and Sewer District, a municipal corporation of the State of Washington ("Grantee" and "Assignee"), all of Assignor's right, title and interest in that certain Utility Easement ("Utility Easement") granted to King County by Grantor, Fairwood Golf and Country Club, recorded on March 24, 2004 under Recording Number 20040324000914, records of King County, Washington.

The Assignee, by execution hereof, hereby accepts this assignment and agrees to perform the terms of the Utility Easement commencing on the date of this assignment.

Dated this ___ day of _____, 2010.

ASSIGNOR/GRANTOR: King County

By: _____
Its Manager, Environmental and Community Services

Dated this ___ day of _____, 2010.

ASSIGNEE/GRANTEE: Cedar River Water and Sewer District

By: _____
Its _____

State of Washington
County of King

I certify that I know or have satisfactory evidence that Gregory M. Bush is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager, Environmental and Community Services of KING COUNTY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

.....
(Signature)

(Seal or stamp)

.....
Title
My appointment
expires

State of Washington
County of King

I certify that I know or have satisfactory evidence that _____ (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ (type of authority, e.g., officer, trustee, etc.) of CEDAR RIVER WATER AND SEWER DISTRICT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

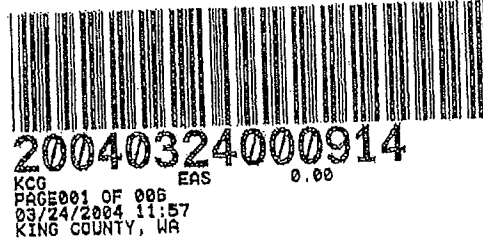
.....
(Signature)

(Seal or stamp)

.....
Title
My appointment
expires

After recording return document to:

KING COUNTY
Department of Natural Resources and Parks
Wastewater Treatment Division
201 South Jackson, Suite 503
Seattle, Washington 98104-3855



UTILITY EASEMENT

Document Title: Utility Easement
Grantor: Fairwood Golf and County Club
Grantee: King County Wastewater Treatment Division
Abbreviated Legal Description: NE 1/4 OF SW 1/4 SEC. 26, TWN 23N, R5E.
Assessor's Tax Parcel Nos.: 247337-2840-01
Project: Fairwood Interceptor/Madsen Creek

The undersigned Grantor(s), Fairwood Golf and County Club, a Washington non-profit corporation, their heirs, successors and assigns (hereinafter together referred to as "Grantor(s)"), for and in consideration of Two Thousand Two Hundred Dollars (\$2,200), and other valuable considerations, the receipt of which is hereby acknowledged, hereby convey and grant to KING COUNTY, Wastewater Treatment Division, a political subdivision of the State of Washington, its successors and assigns (hereinafter together referred to as "COUNTY"), a permanent easement, over, across, along, in, upon, and under the following described property:

Tract "D", Fairwood Park Division 8, According to the Plat thereof, recorded in Volume 85 of Plats, Pages 77 Through 84, in King County, Washington. Said property hereinafter referred to as "Property". See Exhibit "A" attached hereto and incorporated herein by reference for a drawing of the easement. See Exhibit "C" attached hereto and incorporated herein by reference for a complete legal description of the easement.

Said easement being for the purpose of installing, constructing, re-constructing, operating, maintaining, removing, repairing, replacing and using a sewer interceptor with all connections, manholes and appurtenances thereto, together with the right of ingress to and egress from said described Property for the foregoing purposes.

EXCISE TAX NOT REQUIRED
King County Records Division
BY: [Signature]

Grantor does further convey and grant to the COUNTY a temporary construction easement for all purposes during the construction of said facilities over, across, along, in, upon and under the following described property:

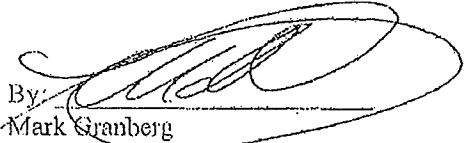
See Exhibit B attached hereto and incorporated herein by reference.

COUNTY shall accomplish work with, as little inconvenience to the owner(s), or nearby resident(s) as is possible. COUNTY shall install temporary fencing, to secure the operation from unauthorized access. COUNTY will have on the site, a person delegated to supervise the operations.

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

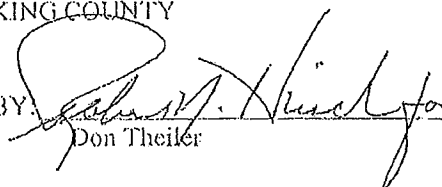
1. COUNTY shall, upon completion of any construction of any facilities described herein, remove all debris and fill all pits and trenches to within one foot of existing grade. County shall pay Grantor One Hundred Eighteen Thousand and Seventy Seven Dollars (\$118,077) as total compensation for all restoration to disturbed areas as delineated in Exhibit A and B.
2. 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. COUNTY shall, except for negligence on the part of Grantor(s), their heirs, successors and assigns, 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).
5. Payment for the temporary construction easement shall be made at a rate Four Hundred and Six Dollars (\$406) per day for a 42-day period, or Seventeen Thousand and Fifty Two Dollars (\$17,052) for the 42-day period or fraction thereof that said temporary construction easement area is in actual use by 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. County shall pay an increased daily rate for time beyond the 42-day period of \$700 per day. County shall not be responsible for restoration of Grantors property other than described in items 1 and 2 above.

DATED this day of March, 2004.

By: 
Mark Granberg
Its: General Manager & Director of Golf

ACCEPTED BY:

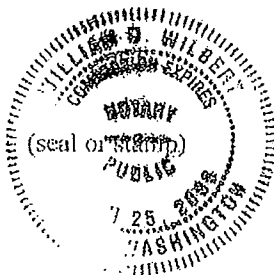
KING COUNTY

BY: 
Don Theiler

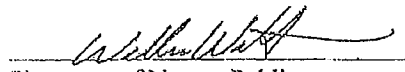
Its: Division Director
Wastewater Treatment Division
Department of Natural Resources and Parks

STATE OF WASHINGTON }
COUNTY OF King } ss

I certify that I know or have satisfactory evidence that Mark Granberg signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the General Manager & Director of Golf of The Fairwood Golf & Country Club to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated 12 March 2004

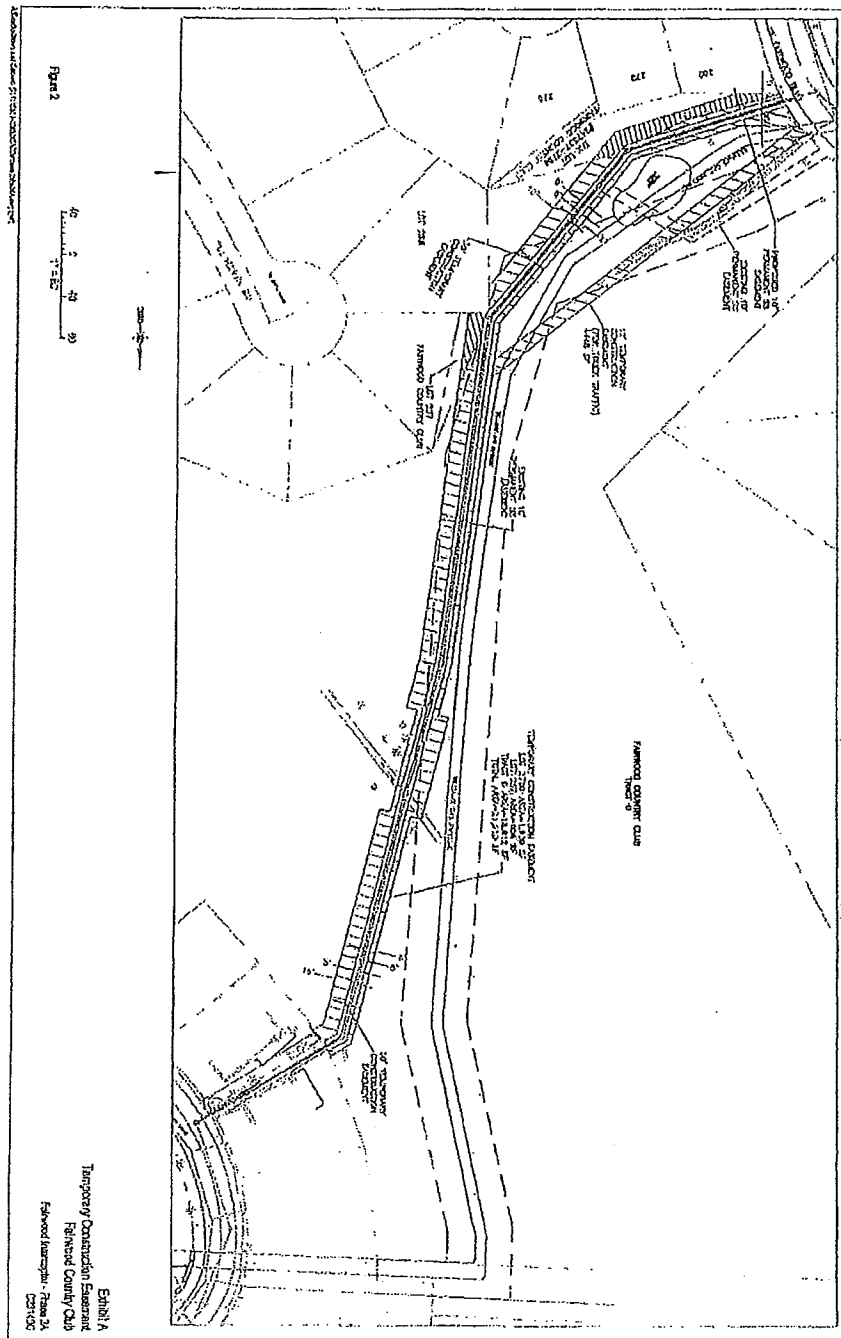

Signature of Notary Public
William D. Wilbert

Title: Real Property Agent IV
Abbots Beach Washington

My appointment expires: 25 March 2006

STATE OF WASHINGTON }
COUNTY OF King } ss

EXHIBIT B



**EXHIBIT C
FAIRWOOD INTERCEPTOR
SANITARY SEWER PERMANENT EASEMENT
LEGAL DESCRIPTION**

A strip of land being a portion Tract "D" of Fairwood Park Division 8, according to plat thereof recorded in Volume 85 of Plats, Pages 77 to 84, Records of King County, Washington. Said strip of land being 10.00 feet in width, lying 5.00 feet on both sides of the following described centerline:

Commencing at the corner common to Lots 231, 232, and Tract "D" of Fairwood Park Division 8, according to plat thereof recorded in Volume 85 of Plats, Pages 77 to 84, Records of King County, Washington;
Thence northwesterly along the easterly line of Tract "D", North 21°00'00" West 7.11 feet to the point of beginning;
Thence South 59°21'33" West 16.67 feet;
Thence South 14°16'49" West 239.30 feet;
Thence South 14°19'07" West 128.26 feet;
Thence South 07°39'47" West 332.17 feet;
Thence South 38°51'59" West 163.33 feet;
Thence South 39°00'21" West 43.00 feet;
Thence South 72°52'57" West 155.89 feet to a point on the northeasterly margin of S.E. Fairwood Boulevard, being a point on a curve having a radius of 229.00 feet, said point being an arc distance of 7.66 northerly along said curve, from the common point of Lot 280, Tract "D" of said Plat and the northeasterly margin of said Boulevard and the terminus of this description;

Situate in the County of King, State of Washington
Containing 10,786 square feet, more or less.