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MOTION NO. _____

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A MOTION approving the proposed deed of conveyance of abandoned railroad right of way known as the Snoqualmie to Monroe Project and authorizing the County Executive to exercise the option thereon in accordance with Council Motion 2435.

WHEREAS, the Council passed Ordinance No. 2436 on July 14, 1975, authorizing the King County Executive to enter into an option agreement to purchase certain railroad property known as the Milwaukee Road, Snoqualmie to Monroe Project, and

WHEREAS, the Council subsequently passed on April 26, 1976, Motion No. 2435 requiring in part that the railroad convey to King County the subject lands by special warranty deed setting forth in said deed those specific exemptions against which the railroad would not warrant, and

WHEREAS, Motion No. 2435 did further require that the County be furnished a copy of the proposed deed of conveyance showing such exceptions which would be approved by the Council prior to the exercise of the option, and

WHEREAS, the Council has been furnished a copy of the proposed deed of conveyance as required by Motion No. 2435.

NOW THEREFORE, BE IT MOVED by the Council of King County:

The proposed deed of conveyance of the railroad property known as the Snoqualmie to Monroe Project is hereby approved. The County Executive is hereby authorized to exercise the option to purchase said right of way. Care shall be taken to preserve the agricultural character of the lower Snoqualmie Valley.

PASSED this 10th day of January, 1977.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Mike Lowry
Chairman

ATTEST:

[Signature]
Clerk of the Council

SPECIAL WARRANTY DEED

The Grantor, CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation, for and in consideration of the sum of Three Hundred Eighty-eight Thousand Dollars (\$388,000.00), in hand paid, does by these presents grant, bargain, sell, convey and confirm unto KING COUNTY, a political subdivision of the State of Washington, the following described real estate situated in the County of King, State of Washington:

DESCRIPTION:

AS SET FORTH IN EXHIBIT A, AND MADE A PART HEREOF AS IF THE SAME HAD BEEN FULLY SET FORTH HEREIN.

TOGETHER WITH all bridges, culverts, and structures and appurtenances thereto located on subject lands, also 8,000 feet of 65-pound rail, including plates, angle bars, bolts and spikes.

This conveyance is subject to encumbrances of record, including but not limited to easements, restrictions, reservations and exceptions set forth in Safeco Title Insurance Company preliminary commitment for title insurance No. 350274 dated August 3, 1976, copies of which have been provided to Grantor and Grantee, EXCEPT for the lien of applicable railroad mortgages.

RESERVING unto the Grantor an easement to use the subsurface of the lands herein described for the construction, operation and maintenance of a crude oil and/or petroleum products pipeline and appurtenant communication and power transmission facilities.

The Grantor agrees upon the delivery of this conveyance and the Grantee agrees upon the acceptance thereof that if and when the Grantor desires to exercise the right to use the subsurface of the subject lands for installation of a crude oil pipeline and/or petroleum products pipeline and appurtenances:

1. Grantor shall apply to the Grantee for the relevant permits for construction; and will comply with whatever reasonable conditions the Grantor requires.
2. Grantor shall have the right to use the subsurface for the purposes described above, but such use shall in no way restrict or interfere with Grantee's intended uses, including but not limited to walking and biking paths; streets or roadways; landscaping; public restrooms; fences; overhead, surface or subsurface utility lines, pipelines or conduits; tennis courts and sports fields.
3. The Grantor shall protect and save harmless the Grantee from and against any and all claims, demands, loss, damage, expense and liability of every kind and description and for any damage to or loss or destruction of any property whatsoever suffered by the Grantee, its successors

and assigns, or by any persons, firms or corporations associated with the Grantor's right to use the subsurface for the purposes described above.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor and not otherwise, it will forever warrant and defend the said described real estate.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _____ day of _____, 197__.

CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY

By _____ Vice President

Attest:

By _____ Secretary

STATE OF ILLINOIS) : ss.
COUNTY OF COOK)

On this _____ day _____, 197__, before me personally appeared _____ and _____ to me known to be the _____ and _____, respectively, of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, the corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

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

APPROVED AS TO & LEGALITY:
BY: J. Richard Pugh
Deputy Prosecuting Attorney
DATE: Dec 29, 1976