

BRUCE LAING
BRIAN DERDOWSKI

November 12, 1992
BT:kek

Introduced by: PAUL BARDEN

Proposed No.: 92-867

MOTION NO. 8860

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A MOTION authorizing the Executive to execute a waterline easement and bill of sale with the city of Bellevue to provide water service to the East District Public Health Center at Eastgate in Council District No. 6.

WHEREAS, under King County Code 4.56.010, the King County council may authorize the King County executive to grant an easement through county property, and

WHEREAS, during the course of development and construction of the public health center at Eastgate in Council District No. 6, the city of Bellevue required, as a condition of providing water service, that the county execute a utility easement and bill of sale for conveyance of the pipes and other appurtenances to the city of Bellevue, and

WHEREAS, the City has agreed to maintain and operate the water main and appurtenances upon receipt of an executed water utility easement and bill of sale conveying that portion of the system to the City, and

WHEREAS, the office of capital planning and development has requested, reviewed and approved the water utility easement and bill of sale, and

WHEREAS, the King County prosecuting attorney's office has approved the utility easement and bill of sale as to form, and

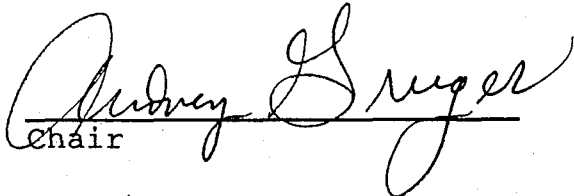
WHEREAS, the King County council finds that the granting of this utility easement would not interfere with the use of the property for a health center, and the area of the easement is surplus to the county's present and foreseeable needs;

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


2 The county executive is authorized to execute a water
3 utility easement and bill of sale, substantially in the form of
4 Attachments A and B, for the city of Bellevue.

5 PASSED this 21st day of December, 1992

6 KING COUNTY COUNCIL
7 KING COUNTY, WASHINGTON

8 
9 Chair

10 ATTEST:

11 
12 Clerk of the Council

13 Attachments:
14 A. Water Utility Easement
15 B. Bill of Sale

UTILITY EASEMENT

THIS INDENTURE made this _____ day of _____, 19_____, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and the CITY OF BELLEVUE, a municipal corporation, hereinafter called the Grantee.

W I T N E S S E T H

WHEREAS, the Grantor herein is the owner of that certain parcel of land described as follows:

East District Public Health Center Property:

Lot 2 City of Bellevue Short Plat No. 80-12R, recorded under Recording No. 8106239009 and amended under Recording No. 8207260433, being a portion of the East 560 feet of that portion of the NW 1/4 of the SE 1/4 of Section 10, Township 24 North, Range 5 East, W. M., in King County, Washington, lying North of PSH No. 2.

The said Grantor, for and in consideration of One Dollar along with certain service to the said property, receipt whereof is hereby acknowledged, does by these presents grant unto the said Grantee, its successors and assigns, an easement 15 feet in width for a waterline and appurtenances over, through, across, and under the property herein described, situated in King County, Washington, being more particularly described as follows:

Water Utility Easement:

Waterline Utility Easement being 15 feet in width with 7.5 feet on each side of the centerline of the following described property:

Commencing at the Northeast corner of said subdivision; thence North 88' West along the North line thereof 12 feet; thence South 1' West 172 feet; thence North 88' West 183 feet; thence South 42' West 36 feet to the True Point of Beginning; thence South 42' West 16.5 to point "A"; thence South 42' West 63 feet; thence South 1' West 6 feet; thence North 91' West 24 feet; thence South 45' West 96 feet; thence North 90' West 38 feet to point "B"; thence North 90' West 7 feet to terminus point of easement, together with a line extending North 42' West 16.5 feet from point "A" and a line extending North 1' West 16 feet.

For the purpose of constructing, installing, reconstructing, replacing, repairing, maintaining, and operating a water pipeline and lines, and all necessary connections and appurtenances thereto, together with the right of ingress thereto and egress therefrom for the purpose of enjoying the easement, and also granting to Grantee and to those acting under or for Grantee, the use of such additional area immediately adjacent to the above easement as shall be required for the construction of the water pipeline or lines in the easement, such additional area to be held to a minimum necessary for that purpose, and immediately after the completion of the construction and installation, or any subsequent entry upon the easement, Grantee shall restore the premises as near as may be to its condition immediately before such construction or entry.

IN WITNESS WHEREOF, Grantors have hereunto set their hand this _____ day of _____, 19____.

GRANTEE: CITY OF BELLEVUE,
WASHINGTON

GRANTOR: KING COUNTY,
WASHINGTON

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this day _____ of _____, 19____,
before me personally appeared _____
and _____,
to me known to be the _____ and
_____ of the
corporation that executed the foregoing instrument, and acknowledged
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 _____ authorized to execute said 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: _____


STATE OF WASHINGTON)
COUNTY OF KING) ss

On this day personally appeared before me

to me known to be the person who signed the above and foregoing
instrument for the uses and purposes therein stated and acknowledged to
me that he signed the same as the free and voluntary act and deed of
King County, and that he was authorized to so sign.

GIVEN under my hand and official seal this _____ day of _____,
19____.

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

APPROVED AS TO FORM:
BY 
Deputy Prosecuting Attorney
DATE 11/2/92

KNOW ALL MEN BY THESE PRESENTS: That the undersigned corporations, organized and existing under and by virtue of the laws of the State of _____ with principal place of business in _____, party of the first part, hereinafter designated "Vendor", and in fulfillment of the Developer Extension Agreement dated _____, for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money of the United States, in hand paid by CITY OF BELLEVUE of KING COUNTY, WASHINGTON, party of the second part, hereinafter designated "Vendee", do by these presents grant, bargain, sell and deliver unto the Vendee, the following described personal property located in Section _____, Township _____ North, Range _____ East, W.M., being plat of _____, to wit:

All _____ inch and smaller asbestos cement, ductile and cast iron pipe constituting the distribution system, including valves, fittings, fire hydrants, air and vacuum relief valves, and residence services located under or on public rights-of-way or easements on Exhibit A annexed hereto and by this reference made a part hereof as though set forth herein in full.

TO HAVE AND TO HOLD the same unto the Vendee, its successors and assigns forever. And the Vendor, jointly and severally, and their respective successors and assigns, covenant and agree to and with the Vendee, its successors and assigns, that the Vendor is the Owner of said property, and has good right and authority to sell the same, and that it will, and does hereby warrant and agree to defend the sale thereof hereby made unto the Vendee, its successors and assigns against all and every person or persons whomsoever, lawfully claiming or to claim the same.

Vendor further guarantees that the said facilities are fit for purposes intended; i.e., as for use as a water distribution system including distribution and supply lines adequate for the service intended and have been constructed in accordance with the conditions and standards of the City.

Vendor further covenants and agrees with the Vendee to replace, repair and correct any defect in work or materials in respect to the personal property subject to this Bill of Sale arising during a period of one (1) year from date hereof, without cost to Vendee.

IN WITNESS WHEREOF, the Vendor has caused its corporate name and seal to be hereto affixed by its officers thereto lawfully authorized on the _____ day of _____, 19____.

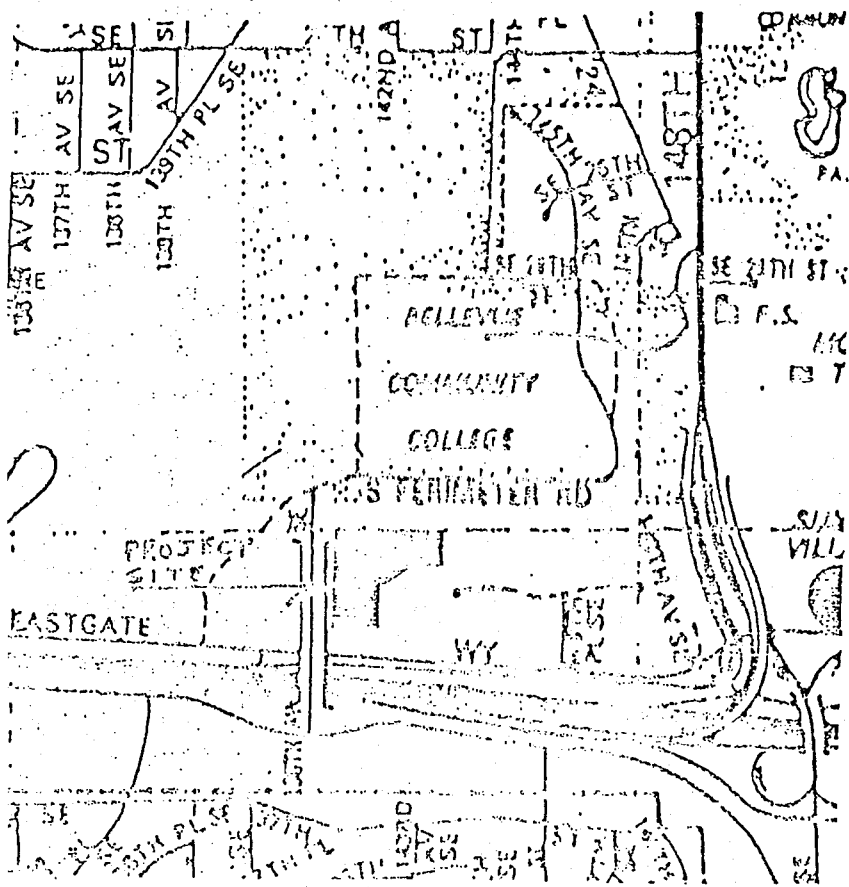
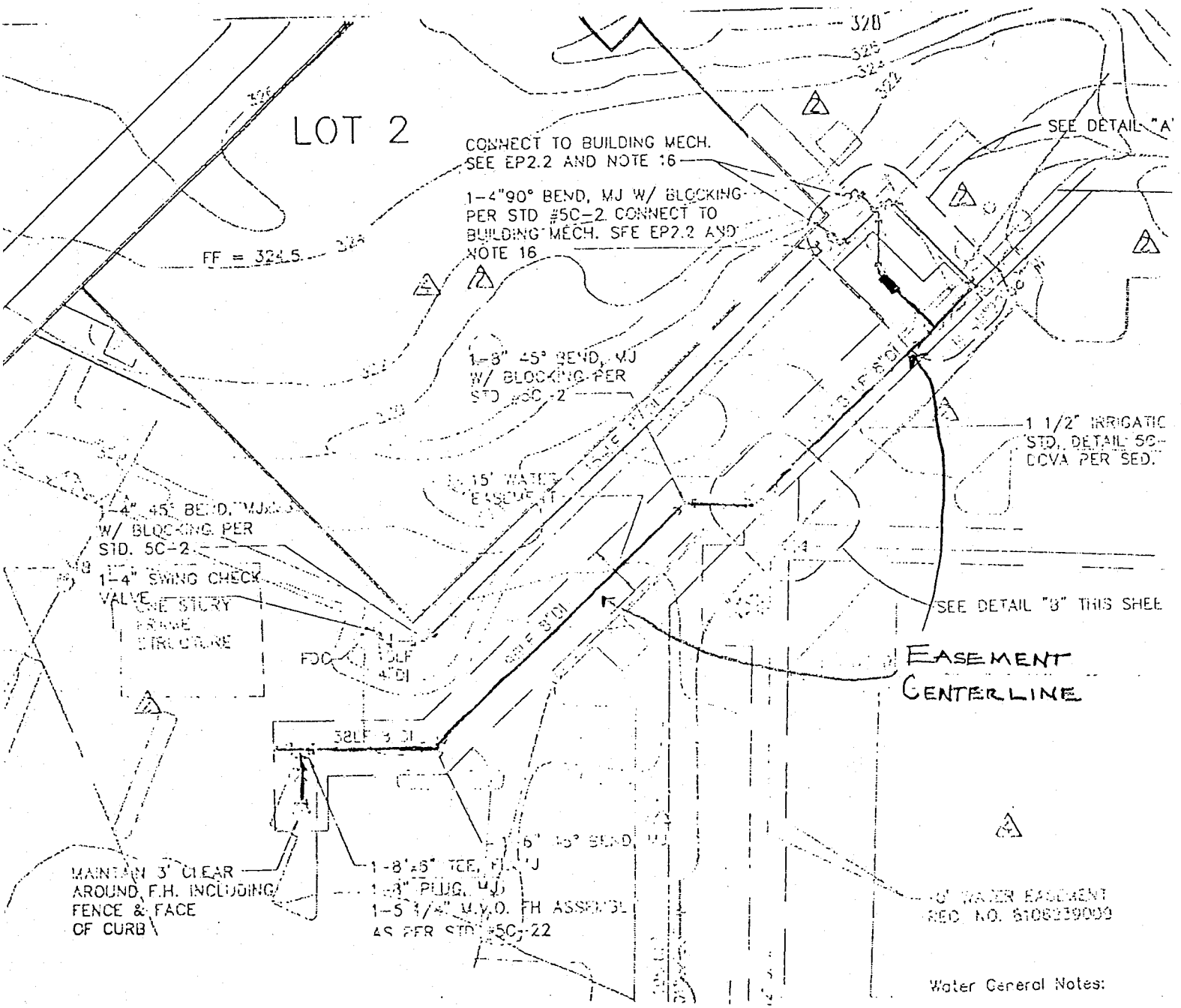
Corporation
By _____
President
By _____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

On this _____ day of _____, 19____, personally appeared before me _____ and _____, to me known to be the President and _____, respectively, of the corporation that executed the within and foregoing instrument as Vendor, and acknowledged 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 said instrument in behalf of said corporation and that the seal affixed is the corporate seal of said 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
Washington, residing at _____



VICINITY MAP