

November 12, 1992
BT:kek

Introduced by: **BRIAN DERDOWSKI**
PAUL BARDEN
Proposed No.: **92-869**

MOTION NO. **8862**

1
2 A MOTION authorizing the Executive to
3 execute a waterline easement and bill of
4 sale with the Sammamish Plateau Water and
5 Sewer District to provide water service
6 for the development of Beaver Lake Park
7 in Council District No. 3.

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

11 WHEREAS, during the course of the development of Beaver
12 Lake Park in Council District No. 3, the Sammamish Plateau
13 Water and Sewer District required, as a condition of providing
14 water service for the park, that the county execute a water
15 utility easement and bill of sale for conveyance of the pipes
16 and other appurtenances to the District, and

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

21 WHEREAS, King County natural resources and parks division
22 has requested, reviewed and approved the water utility easement
23 and bill of sale, and

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

26 WHEREAS, the King County council finds that the granting
27 of this utility easement would not interfere with the use of
28 the property for park purposes, and that the area of the
29 easement is surplus to the county's present and foreseeable
30 needs;

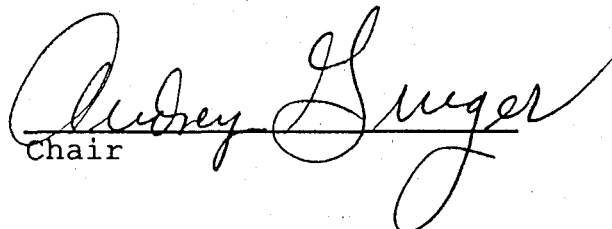
1 NOW, THEREFORE BE IT MOVED by the Council of King County:

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, to the Sammamish Plateau Water and Sewer
5 District.


6 PASSED this 21st day of December, 1992.

7 KING COUNTY COUNCIL
8 KING COUNTY, WASHINGTON

9
10


Chair

11 ATTEST:

12 
13 Clerk of the Council

14 Attachments:

- 15 A. Water Utility Easement
16 B. Bill of Sale

EASEMENT

THIS INDENTURE made this _____ day of _____, 19_____, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and Sammamish Plateau Water and Sewer District, hereinafter called the Grantee.

W I T N E S E T H

WHEREAS, the Grantor herein is the owner of that certain parcel of land described as follows which is a portion of Beaver Lake Park:

The NW 1/4 of Section 11, Township 24 North Range 6 East, W.M.; EXCEPT the West 30 feet thereof as conveyed to King County for 244th Avenue Southeast by Deed recorded under Recording No. 5454980.

Situate in the County of King, State of Washington.

The said Grantor, for and in consideration of receiving water service and other valuable consideration, 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 water line and appurtenances over, through, across and under the property herein described, situated in King County, Washington, being more particularly described as follows:

An easement for a water line located in the North 1/2 of Section 11, Township 24 North, Range 6 East, W.M., described as being 7.50 feet on each side of the following described line;

Commencing at the North 1/4 corner of said Section;

Thence N 87-38-29 W along the North line of said Section a distance of 118.00 feet;

Thence S 04-47-38 W a distance of 30.03 feet to point "A" and the Point of Beginning of said line;

Thence S 04-47-38 W a distance of 89.25 feet;

Thence S 44-41-19 E a distance of 285.00 feet to the terminus of said line.

Also an easement being 7.50 feet on each side of the following described line;

Beginning at said point "A";

Thence S 04-47-38 W a distance of 80.00 feet;

Thence S 85-12-22 E a distance of 7.50 feet to the Point of Beginning of said line;

Thence S 85-12-22 E a distance of 25.00 feet to the terminus of said line.

Situate in the County of King, State of Washington.

Purpose: The Grantee, its successors and assigns, shall have rights to enter upon said property for the purpose of constructing, reconstructing, maintaining, and repairing said lines and appurtenances. This easement is solely to serve Beaver Lake Park Maintenance Facility.

The Grantor and Grantee herein, by accepting and recording this easement, agree to the terms and conditions described in Appendix "A" attached hereto, and by reference made part of this agreement.

DATED this _____ day of _____, 19_____.

GRANTEE: SAMMAMISH PLATEAU WATER
& SEWER DISTRICT

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 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: 

DATE: 11/2/92

Terms and conditions applicable to easements granted by King County for water service solely to County-owned property:

1. INDEMNITY AND HOLD HARMLESS:

The Grantor and Grantee mutually agree for themselves, their successors and assigns to defend, indemnify and save harmless the other party, its elected and appointed officials, employees, agents, and volunteers from and against any and all claims, actions or damages of any kind or description, including the cost of defense thereof, which may accrue to or be suffered by any person or property by reason of that party's sole negligence or to the extent of its concurrent negligence in the use of the easement area or in the exercise of the rights and privileges granted under this agreement.

2. ANTI-DISCRIMINATION:

In all hiring or employment made possible or resulting from this easement, there shall be no discrimination against any employee or applicant for employment because of race, color, religion, national origin, age, sex, sexual orientation, marital status, parental status, the presence of any sensory, mental, or physical handicap, or the use of a trained dog guide by a blind or deaf person unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this easement on the grounds of race, color, religion, national origin, age (except minimum age and retirement provisions), sex, sexual orientation, marital status, parental status, the presence of any sensory, mental or physical handicap, or the use of a trained dog guide by a blind or deaf person. Any violation of this provision shall be considered a violation provision of this easement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the easement by the County and may result in ineligibility for further County easements.

3. NON EXCLUSIVE RIGHT:

This easement shall not be deemed or construed to be an exclusive right. It does not prohibit the County from granting any other rights to other public or private entities, so long as the grant does not interfere with the rights granted herein. This easement shall not prevent the County from using any public place for any and all public uses or affect its jurisdiction over any part of them so long as such use or jurisdiction does not interfere with the rights granted herein.

4. TERMINATION AND ABANDONMENT:

In the event that the Grantee abandons or discontinues the use of the easement for the purposes expressed in this document, the easement will terminate. Upon termination, the Grantee will surrender possession of the easement premises to the Grantor, its successors or assigns, free of any and all claims of the Grantee.

5. RESTORATION:

After completion of any work authorized by this easement, the Grantee shall restore the property to a condition which is equivalent in all respects to the condition of the property prior to a starting work.

6. REPAIRING DAMAGE BY GRANTEE:

In the event that damage of any kind is caused by the Grantee in the course of performing work authorized by this easement, Grantee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the County.

7. GRANTOR'S USE OF PROPERTY:

Grantor reserves the right to use the easement area for any purpose not inconsistent with the rights herein granted, provided that Grantor agrees that no additional structure or obstruction, including fences, shall be erected over, upon, or within, and no additional trees or shrubbery shall be planted in the area of ground for which the easement in favor of Grantee has been provided herein.

8. TITLE:

The Grantor warrants that it has good title to the real property referenced herein and warrants the Grantee title to and quiet enjoyment of the easement conveyed herein.

9. NOTICE:

To facilitate coordination, the Grantee will notify the Park Maintenance Supervisor 24 hours in advance of proposed work; however, in the event of an emergency, the Grantee shall immediately undertake any necessary work and shall give the Grantor notice as soon as reasonably possible.

10. JURISDICTION:

This easement does not affect King County's jurisdiction over any County property covered by this easement.

This easement does not deprive King County of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the County property covered by this easement.

11. EMERGENCY SITUATIONS

In the event of an emergency, the Grantee will take immediate steps to perform any necessary repairs. If the Grantee fails to perform any necessary repairs, the Grantor may do all work necessary at the sole cost and expense of Grantee.

12. RESERVATIONS

Grantor reserves to itself, its licensees, lessees, successors and assigns, the right to continue to keep, use, or operate all other facilities or structures now on, under, or over the described easement. The Grantor also reserves the right to install, use, or operate other facilities and structures on the easement area.

13. REMOVAL OR RELOCATION OF FACILITIES

In the event of any development by King County which includes use of the property encumbered by this easement, the Grantee shall upon written request of King County relocate or remove Grantee's facilities at its own expense. Such relocation or removal shall be accomplished within 90 days of the date that the request is sent.

14. ASSIGNMENT

The Grantee may not assign this easement or any rights acquired under it without the prior written consent of the Grantor. All terms and conditions of this easement are binding upon the successors and assigns of the Grantee, and all privileges and obligations of the Grantee apply to its successors and assigns as if they were specifically mentioned wherever the Grantee is mentioned.

15. OTHER APPLICABLE LAWS

Grantee will comply with all federal, state, and local laws and will assume all cost, expense, and responsibility in connection with compliance, without any liability on the part of the Grantor.

BILL OF SALE - WATER

THE UNDERSIGNED hereby conveys and transfers to Sammamish Plateau Water and Sewer District (the "District"), King County, Washington, the property described on Attachment A:

See Attachment A - Page 3 of 3

This conveyance is made in consideration of the District's agreement to provide routing maintenance of said property and to provide water services pursuant to the District's regulations, which may be amended from time to time.

The undersigned and its successors and assigns covenants and agrees to and with the District, its successors and assigns, that the undersigned as 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 of said property to the District, its successors and assigns, against all and every person or persons whomsoever lawfully claiming or to claim the same.

The undersigned further guarantees that the property is 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 has been constructed in accordance with the conditions and standards of the District.

The undersigned covenants and agrees with the District 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 the District.

DEVELOPER: King County Parks

By _____

Tim Hill
(Print or type name)

Its King County Executive

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that
signed this instrument, on oath stated that
was authorized to execute the instrument and acknowledged it
as the of to be the free and
voluntary act of such corporation for the uses and purposes
mentioned in the instrument.

Dated

Notary Public in and for the State of
Washington, residing at
My appointment expires

STATE OF WASHINGTON)
COUNTY OF KING) ss.

I certify that I know or have satisfactory evidence that
signed this instrument and acknowledged it
to be free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated

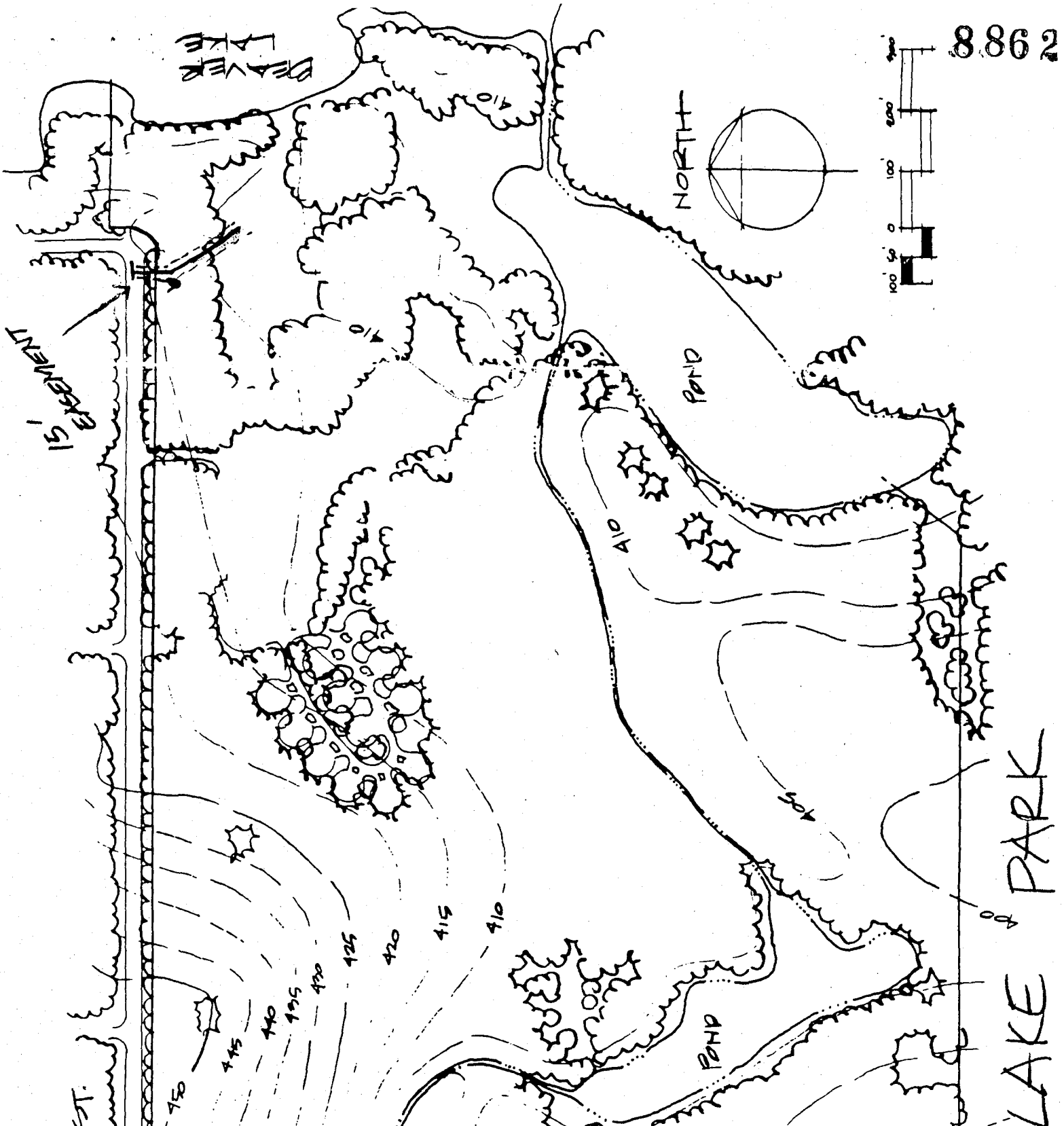
Notary Public in and for the State of
Washington, residing at
My appointment expires

BILL OF SALE - WATER
ATTACHMENT ADESCRIPTION OF SYSTEM FOR
DEVELOPER EXTENSION AGREEMENT PROJECT: Beaver Lake Park: The Camp

<u>IN</u>	<u>FROM</u>	<u>TO</u>	<u>SIZE</u>	<u>LENGTH</u>
Beaver Lake Park	SE 24th Street	Terminus	8" DI	395'

Hydrant
Type II Blowoff

8.862



LAKE PARK