

June 7, 1994
94-272. Sub. (ldt)
MW:BT:jl

INTRODUCED BY: Miller
PROPOSED NO: 94-272

MOTION NO. 9307

A MOTION authorizing the Executive to execute a sewer-line easement and bill of sale with the Eastgate Sewer District to provide sewer service to the East District Public Health Center at Eastgate in Council District No. 6.

WHEREAS, under King County Code 4.56.080, 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, the Eastgate Sewer District required, as a condition of providing sewer service, that the county execute a utility easement and bill of sale for conveyance of the pipe and other appurtenances to the Eastgate Sewer District, and

WHEREAS, the Eastgate Sewer District agreed to maintain and operate the sewer line and appurtenances upon receipt of an executed sewer utility easement and bill of sale, and

WHEREAS, King County department of construction and facilities management has requested, reviewed, and approved the sewer utility easement and bill of sale, and

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

WHEREAS, the King County council finds that the granting of this utility easement would not interfere with the use of this 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 King County executive is authorized to execute a sewer
3 utility easement and bill of sale, substantially in the form of
4 Attachments A and B for the Eastgate Sewer District

5 PASSED this 20th day of June, 1994.

6 Passed by a vote of 13-0.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

8 Kent Pullen
9 Chair.

10 ATTEST:

11 Gerald A. Peters
12 Clerk of the Council

14 Attachments:

- 15 A. Utility Easement
- 16 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 EASTGATE SEWER DISTRICT, 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 10 feet in width for a sewer line and appurtenances over, through, across, and under the property herein described, situated in King County, Washington, being more particularly described as follows:

Sewer Utility Easement:

Sewer utility easement being 10 feet in width and having five feet on each side of the following described centerline being located in Section 10, Township 24 North, Range 5 East, W. M., beginning at the southwest corner of Lot 1 of City of Bellevue Short Plat No. 80-12R-8106239009; thence North 85° 47' 17" East 5 feet; thence North 01° 22' 58" East 186 feet, more or less, to the south line of Lot 2 of said Bellevue Short Plat and the True Point of Beginning of this described centerline; thence North 01° 22' 58" East 52 feet; thence North 30° 35' 35" East 175 feet to the terminus point of this easement.

The said Grantee shall have the right without prior institution of any suit or proceeding at law, at such times as may be necessary, to enter upon said property for the purpose of constructing, repairing, altering, or reconstructing said sewer main, or making any connections therewith, without incurring any legal obligation or liability therefore; provided that such constructing, repairing, altering, or reconstructing of said sewer main shall be accomplished in such a manner that the private improvements existing in this right of way shall not be disturbed or destroyed, or in the event they are disturbed or destroyed, they will be replaced in as good a condition as they were immediately before the property was entered upon by the Grantee.

The Grantor shall retain the right to use the surface of said easement, so long as said use does not interfere with the installation and maintenance of the sewer main, and so long as no permanent buildings or structures are erected on said easement.

This easement shall be a covenant running with the land and shall be binding on the successors, heirs, and assigns.

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

GRANTOR: KING COUNTY,
WASHINGTON

BY: _____

TITLE: _____

DATE: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

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 4/13/94

EASTGATE HEALTH CENTER

BILL OF SALE

THE UNDERSIGNED hereby conveys and transfers to EASTGATE SEWER DISTRICT (the District) the following described property:

From the South line of the southwest corner of Lot 2 of Short Plat 80-12R 8106239009 to terminus point, a 275-foot length, 6-inch diameter sewer line and its appurtenances. SEE ATTACHMENT "A."

This conveyance is made in consideration of the District's agreement to provide routine maintenance of said property and to provide sewer 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 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 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 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-year from date hereof without cost to the District.

KING COUNTY, WASHINGTON

King County Executive

Date:

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me

to me known to be the

County Executive of King County, Washington, the person who signed the above and foregoing instrument for King County 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 so authorized to 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:



LOT 2

SP 80-12R
8106239009

10' PERM.
ESMT.

10
1
93

TRACT A

LOT 1

SE EASTGATE WY

I-90

**EASTGATE
SEWER DISTRICT
KING COUNTY HEALTH CENTER
ESMTS. IN SE 1/4 10-24-5E**

CHS

2630 116th AVE. N.E.
BELLEVUE WA. 98004

Scale

CHS ENGINEERS INC.

(206) 803-0400

1"=100'

Drawn by DJ Approved by SC

Sheet

Checked by RCL Date 10-93

1 / 1



Easement Number



Permenant Easement

ATTACHMENT A