

9/21/94

Introduced by: MAGGI FIMIA

BT:jl

Proposed No.: 94 - 672

MOTION NO. 9432

1  
2 A MOTION authorizing the granting of a  
3 water utility easement and bill of sale  
4 to Shoreline Water District in Council  
5 District No. 1.

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

9 WHEREAS, during the course of King County parks division's  
10 development of Hamlin Park in Council District No. 1, Shoreline  
11 Water District requires, as a condition of providing water  
12 service to the park's facilities and grounds, that the county  
13 execute a water utility easement and bill of sale to convey the  
14 water main and pipes to Shoreline Water District, and

15 WHEREAS, the District has agreed to maintain and operate  
16 the water system upon receipt of an executed water utility  
17 easement and bill of sale, and

18 WHEREAS, the King County department of construction and  
19 facilities management and the King County parks division have  
20 requested, reviewed, and approved the water utility easement  
21 and bill of sale, and

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

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

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

29 The county executive is authorized to execute a water

1 utility easement and bill of sale substantially in the form of  
2 Attachments "A" and "B" to Shoreline Water District.

3 PASSED by a vote of 13 to 0 this 12<sup>th</sup>  
4 day of December, 1994.

5  
6

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

7  
8

Kent Pullen  
Chair

9

ATTEST:

10  
11

Gerald A. Pitzer  
Clerk of the Council

12  
13  
14

Attachments:

- A. Water Utility Easement, Shoreline Water District
- B. Bill of Sale, Shoreline Water District

UTILITY EASEMENT

9432

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, between King County, a political subdivision of the State of Washington, hereinafter called the Grantor, and King County Shoreline Water District, hereinafter called the Grantee.

## W I T N E S S E T H

WHEREAS, for and in consideration of mutual benefits, the Grantor does by these presents grant quit claim unto the Grantee, its successors and assigns, an easement under the following described property, situated in King County, Washington to with:

## Hamlin Park:

That portion of Hamlin Park located in the North 1/2 of the NW 1/4 of Section 16, Township 26 North, Range 4 East, W. M. in King County, 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 going 7.5 feet on each side of the centerline for water service line and appurtenances under the property herein described, situated in King County, Washington, being more particularly described as follows:

Commencing at the northwest corner of said Section;  
 thence South 00' 02' 33" West along the West line of said section a distance of 1242.81 feet;  
 thence North 78' 41' 53" East, a distance of 115.16 feet to Point "A";  
 thence North 70' 57' 43" East, a distance of 108.19 feet;  
 thence North 54' 21' 17" East, a distance of 96.46 feet;  
 thence North 61' 21' 28" East, a distance of 70.49 feet;  
 thence North 74' 17' 07" East, a distance of 53.09 feet;  
 thence North 87' 04' 35" East, a distance of 74.34 feet;  
 thence South 87' 40' 18" East, a distance of 78.31 feet;  
 thence South 86' 41' 54" East, a distance of 70.90 feet;  
 thence South 81' 33' 40" East, a distance of 69.99 feet;  
 thence South 68' 39' 12" East, a distance of 76.74 feet;  
 thence South 56' 00' 27" East, a distance of 144.99 feet;  
 thence South 55' 54' 48" East, a distance of 74.06 feet;  
 thence South 59' 48' 43" East, a distance of 78.01 feet to Point "B";  
 thence North 29' 44' 01" East, a distance of 38.00 feet and the terminus said line.

ALSO a line beginning at Point "B,";  
 thence South 55' 01' 19" East, a distance of 18.40 feet to the terminus of said line.

ALSO a line beginning at Point "A";  
 thence South 9' 43' 39" East, a distance of 53.45 feet;  
 thence North 85' 18' 48" East, a distance of 23.43 feet;  
 thence South 81' 50' 01" East, a distance of 170.59 feet;  
 thence North 89' 11' 42" East, a distance of 103.29 feet to the terminus of said line;  
 Situate in the County of King, State of Washington.

Purpose: The Grantee shall have the rights to construct, install, reconstruct, install, alter, operate, maintain, and repair its water service facilities under the easement area, together with all necessary or reasonable appurtenances thereto. Provided that service is to King County facilities and grounds.

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.

9432

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

GRANTEE: WATER DISTRICT NO. 42 GRANTOR: KING COUNTY, WASHINGTON

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

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: \_\_\_\_\_

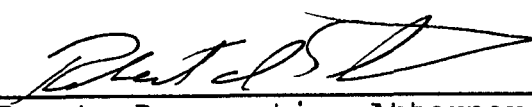
STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

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 \_\_\_\_\_ signed the same as the free and voluntary act and  
deed of King County, and that \_\_\_\_\_ 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 1-10-94

## APPENDIX "A"

Terms and conditions applicable to the easement granted by King County.

1. PERMIT REQUIRED. Before any work is performed under this agreement, Grantee must obtain a Utility Use Permit from the Property Services Division. In case of emergency repair or breakage, the Grantee is authorized to perform repair immediately. Upon completion, the Grantee shall notify King County Parks at 296-4232 within 48 hours of repair.
2. INDEMNITY AND HOLD HARMLESS. The Grantee agrees to indemnify and hold harmless King County as provided herein to the maximum extent possible under law. Accordingly, the Grantee agrees for itself, its successors and assigns to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Grantee's exercise of rights and privileges granted by this easement.  
  
In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs, these items shall be recoverable from the Grantee to the extent such items result from the negligence of the Grantee.  
  
In the event it is determined that RCW 4.24.115 applies to this easement agreement, the Grantee agrees to defend, hold harmless, and indemnify King County to the maximum extent permitted thereunder.
3. RESTORATION AFTER INSTALLATION. After any construction by the Grantee involving the use of Grantor's property, Grantee will return the Grantor's property to its original condition, or to a condition satisfactory to the Grantor by repairing any damage done to Grantor's property including but not limited to property damage to slopes, shrubbery, landscaping, fencing, roadway, or structures.
4. OTHER APPLICABLE LAWS. Grantee will comply with all federal, state, and local laws; and, will assume all costs, expenses, and responsibility in connection with compliance without any liability on the part of the Grantor.
5. ACCESS. The Grantee shall have the right of access across Grantor's property adjacent to the right of way to enable Grantee to exercise its rights hereunder, provided that Grantee shall compensate Grantor for any damage to said property caused by the exercise of said right of access.
6. 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 Grantee's easement will terminate.
7. 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 heirs, successors and assigns of the Grantee, and all privileges and obligations of the Grantee apply to its heirs, successors and assigns as if they were specifically mentioned wherever the Grantee is mentioned.

THE UNDERSIGNED Seller, KING COUNTY, for One Dollar (\$1.00) and other good and valuable consideration, warrants against defects in labor or materials appearing within one-year from the date hereof, and sells and conveys to SHORELINE WATER DISTRICT (the "District") the water mains and lines constructed as part of the water system extension identified as Hamlin Park as described in Exhibit "A."

Seller warrants to be the owner of the property and that the same is free from all liens and encumbrances, and Seller warrants and will defend the property hereby sold to the District and its successors and assigns, against the lawful claims and demands of all persons.

By accepting and recording this instrument, the District accepts and agrees to maintain the water mains and lines as part of the District's water distribution system in the same manner as though it had been constructed by the District.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

KING COUNTY, WASHINGTON

\_\_\_\_\_  
King County Executive

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: \_\_\_\_\_

9432

