August 15, 1996 jah

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Introduced By:

LOUISE MILLER BRIAN DERDOWSKI

96-771

Proposed No.:

## 9998 MOTION NO.

A MOTION authorizing the county executive to convey an easement, with a temporary construction easement, to Washington Natural Gas Company for a gas pipeline through Farmland Preservation Program property in Council District 3.

WHEREAS, Washington Natural Gas Company has found it necessary, in order to provide uninterrupted and sufficient service to their customers during times of peak usage, to install a pipeline through property that is in the Farmland Preservation Program, and

WHEREAS, Ordinance 4341 authorizes the King County council to convey utility easements under, over, through and across property that is in the Farmland Preservation Program, and

WHEREAS, any areas altered during installation of the pipeline will be restored in a manner consistent with agricultural uses, including restoration of the original soil horizon sequence, and

WHEREAS, the installed pipeline will not impede tillage operations or adversely affect crop production, soil quality, or agricultural capability of the property and the Farmland Preservation Program does not require compensation for the easement;

NOW, THEREFORE BE IT MOVED by the Council of KingCounty:

The King County executive is hereby authorized to convey an easement, with a temporary construction easement, to Washington Natural Gas Company for a gas pipeline through

- 1 -

Farmland Preservation Program property, said easement being attached as EXHIBIT A. PASSED by a vote of 12 to 0 this 18 th day of Movember, 1996. KING COUNTY COUNCIL KING COUNTY, WASHINGTON

Chain

ATTEST:

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Council

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Attachment: EXHIBIT A



EXHIBIT A

OP. MAP NO.: <u>172.0</u> JOB NO.: <u>9507</u> LOCATION: <u>Е½ 2</u> СОМРАНУ NO.:\_\_\_\_

J.:	1/2.0/4	_
	9507558	_
:	E <sup>1</sup> /2 22-26-5	_
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## EASEMENT

(With Temporary Construction Easement)

## 9998

The Grantor(s), KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, AS TO DEVELOPMENT RIGHTS CONVEYED BY RECORDING NO. 8412270525 AND U.S. BANK OF WASHINGTON, N.A., SUCCESSOR BY MERGER TO PEOPLES NATIONAL BANK OF WASHINGTON, A NATIONAL BANKING ASSOCIATION, AND TO THOMAS MACBRIDE, AS CO-TRUSTEES OF THE FRANCES W. MACBRIDE ESTATE TRUST, AS TO THE REMAINDER, their heirs, successors and assigns, in consideration of the sum of ONE DOLLAR (\$1.00), in hand paid, and other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby convey and warrant to WASHINGTON NATURAL GAS COMPANY, a Washington Corporation, it successors and assigns, herein referred to as "Grantee," a non-exclusive easement for a gas pipeline under, over, through and across the following described property of the Grantor located in the County of King, State of Washington:

THAT PORTION OF THE EAST HALF OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., LYING SOUTHERLY OF PRIMARY STATE HIGHWAY NO. 2 AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 337252; AND LYING WEST OF THE SAMMAMISH DRAINAGE DISTRICT NO. 3; AND LYING EAST OF SNOQUALMIE BRANCH OF BURLINGTON NORTHERN RAILROAD;

EXCEPT THOSE PORTIONS CONDEMNED FOR PARK IN KING COUNTY SUPERIOR COURT CAUSE NO. 741685;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY NO. 2 BY DEED RECORDED UNDER RECORDING NO. 4255200.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

(Tax Parcel No. 222605-9006)

Easement Location: The Northerly 50 feet of the above described real property.

Said easement being for the purpose of installing, constructing, operating, maintaining, removing, repairing replacing and using a gas pipeline with all connections and appurtenances thereto, together with the right of ingress to and egress from said described property for the foregoing purposes.

Grantor(s) do further convey and grant to Grantee a temporary construction easement for all purposes during construction of said facilities over, across, along, in, upon and under the following described property:

The Northerly 80 feet of the following described real property:

THAT PORTION OF THE EAST HALF OF SECTION 22, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., LYING SOUTHERLY OF PRIMARY STATE HIGHWAY NO. 2 AS CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 337252; AND LYING WEST OF THE SAMMAMISH DRAINAGE DISTRICT NO. 3; AND LYING EAST OF SNOQUALMIE BRANCH OF BURLINGTON NORTHERN RAILROAD;

EXCEPT THOSE PORTIONS CONDEMNED FOR PARK IN KING COUNTY SUPERIOR COURT CAUSE NO. 741685;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR STATE HIGHWAY NO. 2 BY DEED RECORDED UNDER RECORDING NO. 4255200.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

(Tax Parcel No. 222605-9006)

together with right of ingress to and egress from said described property for the foregoing purposes, said temporary easement not to commence prior to July 8, 1996 and to terminate on the date actual use of said easement area shall terminate, or on December 31, 1997, whichever shall first occur. No activities related to the installation shall occur on the property between July 3rd, 1997 and July 7th, 1997.

Grantor(s) and Grantee, by accepting and recording this easement, hereby mutually covenant and agree as follows:

1. Grantee or its agents shall, upon completion of any construction of any facilities described herein, remove all debris and restore the surface of the above described property in a manner consistent with agricultural uses, including restoration of the original soil horizon sequence.

Grantee shall, if the above described property is disturbed by the maintenance, removal, repair or 2. replacement of the facilities specified herein, restore the surface of the above described property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.

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Grantee agrees, by the acceptance of this easement, to hold Grantor harmless from any loss, cost or 3. damage resulting from Grantee's negligent installation, operation, or maintenance of said pipeline or pipelines.

4. Grantee agrees to compensate Grantor's lessee for all crop damages directly resulting from the installation of facilities specified herein, irrespective of location.

All right, title, and interest that may be used and enjoyed without interfering with the easement 5. rights herein conveyed are reserved to Grantor(s). Except as otherwise provided herein and after the date of this agreement, the construction, installation or maintenance of any structures, whether temporary or permanent, shall be absolutely prohibited within the above described permanent easement area and shall be deemed an unreasonable interference with Grantee's easement rights unless specifically approved in writing by Grantee which approval shall not be unreasonably withheld.

DATED this	day of	. <u></u>			, 19	96.	
						•	
KING COUNTY			U.	S. BANK	COF WAS	SHINGTON, N.A.	
Ву:			Ву	·			
Title:			Tit	le:		·	
						· ·	
THOMAS MACBRIDE							
						·	
STATE OF WASHING	TON	§					
COUNTY OF		§ §	SS.				
On this day of	of			, 19	, befo	re me, the undersign	ned, a Notary
Public duly	commissioned		and	*	sworn,	personally	appeared
me to be the person(s) t	hat executed the w	/ithi	in and for	regoing i	nstrument	·	-
that he w au	thorized to execute	the	e instrume	ent and a	cknowled	ged it to be the free	and voluntary
act of such Trustee(s) fo	r the uses and purpe	oses	s therein r	nentione	d.		

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

> Notary Public in and for the State of Washington, residing at

Printed Name

My commission expires

STATE OF WASHINGTON		§					
COUNTY	OF		9 §	ss.			
On this	day of				, 19, before	e me, the undersig	ned, a Notary
Public	duly	commissioned		anđ	sworn,	personally	appeared
							, known to
me to be th	e person(s) that	executed the w	ithir	n and fore	going instrument a	as Trustee(s), and	on oath stated

that <u>he</u> w\_\_\_\_\_ authorized to execute the instrument and acknowledged it to be the free and voluntary act of such Trustee(s) for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Washington, residing at\_\_\_\_\_

Printed Name

My commission expires\_\_\_\_\_

## STATE OF WASHINGTON §

COUNTY OF

mentioned.

§

On this	day of			19, befor	re me, the undersign	ned, a Notary
Public,	duly	commissioned	and	sworn,	personally	appeared
<u></u>					, kno	own to me to
be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged						
said instru	ment to be	free and	voluntary a	ct and deed for	or the uses and pur	poses therein

ss.

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

Notary Public in and for the State of Washington, residing at \_\_\_\_\_

ŧ,

Printed Name

My commission expires\_\_\_\_\_