

April 22, 1996

Introduced by: ROB MCKENNA  
~~96-559~~

LAH:jl

Proposed No: \_\_\_\_\_

# 12407

## ORDINANCE NO.

AN ORDINANCE authorizing the condemnation of property for Southeast 240th Street (between 116th Avenue Southeast and 450 feet east of 138th Avenue Southeast), Right of Way No. 9-1991-005.

### STATEMENT OF FACTS

1. The King County council, on November 21, 1995 by Ordinance 12029, did adopt the 1996 Budget and Program, and did provide therein for a transportation program.

2. A SEPA Determination of Significance was made under WAC 197-11-360 on March 28, 1988. A Draft Environmental Impact Statement under WAC 197-11-455 was issued on November 14, 1988 and a Final Environmental Impact Statement under WAC 197-11-460 was issued on February 17, 1989, as part of the State Environmental Policy Act review procedure.

3. The King County Transportation Program provides for the County Road System Development and Improvement Program which coordinates road types with other elements of the larger transportation system, abutting land uses and business, industry, government, and residential processes.

4. The Capital Budget and Program provides for the acquisition and improvement of Southeast 240th Street (between 116th Avenue Southeast and 450 feet east of 138th Avenue Southeast), Right of Way No. 9-1991-005.

5. In order to acquire the property and property rights required to facilitate construction of four through-lanes, a continuous center left-turn lane, bicycle facilities, sidewalks, signalization, illumination, landscaping, and drainage facilities along Southeast 240th Street (between 116th Avenue Southeast and 500 feet east of 132nd Avenue Southeast), and then taper down to a three-lane roadway with two through lanes and one continuous two-way center turn lane. This portion of the project will also have the five-foot wide bicycle lanes along both sides, curbs, gutters, sidewalks, landscaping, illumination, and retention/detention water quality treatment facilities. The three-lane section will run to approximately 155 feet easterly of 138th Avenue Southeast and then taper down to match the existing two-lane roadway at 450 feet easterly of 138th Avenue Southeast, Right of Way No. 9-1991-005, as provided in this ordinance it is necessary for King County to condemn certain lands and property rights, and rights in property for road purposes as hereinafter more particularly set forth.

6. The King County council finds that public health, safety, necessity, and convenience demand that Southeast 240th Street (between 116th Avenue Southeast and 450 feet east of 138th Avenue Southeast), Right of Way No. 9-1991-005, be improved within King County in accordance with the Capital Budget and Program, and that certain properties, property rights, and rights in property be condemned, appropriated, taken, and damaged for the purpose of construction of four through-lanes, a continuous center left-turn lane, bicycle facilities, sidewalks, signalization, illumination, landscaping, and drainage facilities along Southeast 240th Street (between 116th Avenue Southeast and 500 feet east of 132nd Avenue Southeast), and then taper down to a three-lane roadway with two through lanes and one continuous two-way

1 center turn-lane. This portion of the project will also have  
2 the five-foot wide bicycle lanes along both sides, curbs,  
3 gutters, sidewalks, landscaping, illumination, and  
4 retention/detention water quality treatment facilities. The  
5 three-lane section will run to approximately 155 feet easterly  
6 of 138th Avenue Southeast and then taper down to match the  
7 existing two-lane roadway at 450 feet easterly of 138th Avenue  
8 Southeast, Right of Way No. 9-1991-005, as provided in this  
9 ordinance.

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The King County council has deemed it necessary  
12 and in the best interest of the citizens of King County that  
13 the lands described in the attached Exhibit "A," and other  
14 property rights, and or rights in property be condemned,  
15 appropriated, taken, and damaged for the purpose of four  
16 through-lanes, a continuous center left-turn lane, bicycle  
17 facilities, sidewalks, signalization, illumination,  
18 landscaping, and drainage facilities along Southeast 240th  
19 Street (between 116th Avenue Southeast and 500 feet east of  
20 132nd Avenue Southeast), and then taper down to a three-lane  
21 roadway with two through lanes and one continuous two-way  
22 center turn lane. This portion of the project will also have  
23 the five-foot wide bicycle lanes along both sides, curbs,  
24 gutters, sidewalks, landscaping, illumination, and  
25 retention/detention water quality treatment facilities. The  
26 three-lane section will run to approximately 155 feet easterly  
27 of 138th Avenue Southeast and then taper down to match the  
28 existing two-lane roadway at 450 feet easterly of 138th Avenue  
29 Southeast, Right of Way No. 9-1991-005, subject to the making  
30 or paying of just compensation to the owners herein in the  
31 manner provided by law.

32 SECTION 2. Condemnation proceedings are hereby authorized  
33 to acquire property and property rights and or rights in  
34 property, together with the right to construct and maintain  
35 slopes for cuts and fills on certain abutting properties  
36 described in the attached Exhibit "A" for the purpose of the  
37 subject road improvements.

38 SECTION 3. The attorneys for King County are hereby  
39 authorized and directed to begin to prosecute the proceedings

1 provided by law to condemn, take, and appropriate the land and  
2 other property, and property rights necessary to carry out the  
3 provisions of this ordinance.

4 INTRODUCED AND READ for the first time this 15<sup>th</sup> day  
5 of July, 1996.

6 PASSED by a vote of 11 to 0  
7 this 29<sup>th</sup> day of July, 1996.

8 KING COUNTY, COUNCIL  
9 KING COUNTY, WASHINGTON

10 Jane Hogue  
11 Chair

12 ATTEST:

13 Elva Francis  
14 Deputy Clerk of the Council

15 APPROVED this 7<sup>th</sup> day of August, 1996.

16 Ray Lohr  
17 King County Executive

18 Attachments:  
19 A. Exhibit "A"

AFTER RECORDING RETURN TO:  
King County Property Services Division

**12407**

**WARRANTY DEED**

(with take)

The Grantor herein, **SDM Properties, a Washington General Partnership**, for the consideration of Mutual Benefits, conveys and warrants to, King County a political subdivision of the State of Washington, hereinafter called Grantee, as follows:

**WITNESSTH**

WHEREAS, the Grantor represents and warrants that they are the owner of that certain parcel of land described as follows:

The North Half of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 21, Township 22 North, Range 5 East, WM, in King County, Washington: EXCEPT portion thereof lying within County Road No. 449 "120th Avenue SE"; AND EXCEPT the North 42 feet conveyed to King County for road by King County Recording Number 6250910

**DEED TAKE**

That portion of the above described parcel, also known as Tract "X", that part lying Northerly of a line 50 feet Southerly of and parallel with the centerline of SE 240th Street and that part lying Easterly of a line 30 feet Westerly of and parallel with the centerline of 120th Avenue SE and the exterior fillet area of a 25 foot radius curve return connection of said line 50 feet Southerly of and parallel with the centerline of SE 240th Street and said line 30 feet Westerly of and parallel with the centerline of 120th Avenue SE; said centerlines as surveyed by King County road survey No. 21-22-5-13

Contains an area of 8,068 square feet or 0.1852 acres more or less

NOW THEREFORE, in consideration of Mutual Benefits, the Grantor hereby grants the right to make all necessary slopes for cuts and fills upon the abutting property on each side of any road which is now, or may be constructed hereafter on said property, may be made on their property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

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

**GRANTOR: SDM, a Washington General Partnership**

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

NAME \_\_\_\_\_  
Printed Name of Authorized Signature

STATE OF WASHINGTON )  
COUNTY OF KING )

On the \_\_\_ day of \_\_\_\_\_, 19\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
residing at \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_

12407

AFTER RECORDING RETURN TO:  
King County Property Services Division

**SLOPE EASEMENT**

The Grantor herein, **SDM Properties, a Washington General Partnership**, for the consideration of Mutual Benefits, conveys and warrants to, King County a political subdivision of the State of Washington, hereinafter called Grantee, as follows:

**WITNESSTH**

**WHEREAS**, the Grantor represents and warrants that they are the owner of that certain parcel of land described as follows: The North Half of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 21, Township 22 North, Range 5 East, WM, in King County, Washington: EXCEPT portion thereof lying within County Road No. 449 "120th Avenue SE"; AND EXCEPT the North 42 feet conveyed to King County for road by King County Recording Number 6250910

**WHEREAS**, it has been found necessary in the construction and improvement of the SE 240th Street Project to make slopes on said property of Grantor for cuts and fills as follows:

**SLOPE EASEMENT**

That part of the above described parcel also referred to as Tract "X"; lying within a strip of land lying Southerly of and adjacent to a line 50 feet Southerly of and parallel with the centerline of SE 240th Street, as surveyed by King County road survey No. 21-22-5-13; BEGINNING at a point on the West line of Tract "X" 50 feet right of centerline of SE 240th Street; THENCE Southerly along said West line to a point 64 feet right of the centerline of SE 240th Street; THENCE to a point 70 feet right of centerline Engineers station 46+50; THENCE to a point 70 feet right of centerline Engineers station 47+50; THENCE to a point 50 feet right of centerline Engineers station 48+60; THENCE Westerly along the South line of SE 240th Street to close at the point of beginning; ALSO; Beginning at a point on the South line of SE 240th Street 50 feet right of centerline Engineers station 49+70; THENCE to a point 60 feet right of SE 240th Street centerline Engineers station 51+00; THENCE to a point 50 feet left of 120th Avenue SE centerline Engineers station 32+35; THENCE to a point 30 feet left of 120th Avenue SE on the West line of 120th Avenue SE opposite Engineers station 32+35.

Containing an area of 6,580 square feet, or 0.15 acres, more or less.

**SLOPE/DRAINAGE EASEMENT**

Also that part of Tract "X" lying within a strip of land lying Westerly of a line 30 feet Westerly of and parallel with the centerline of 120th Avenue SE, as surveyed by King County survey No. 21-22-5-13; BEGINNING at a point on the West line of 120th Avenue SE 30 feet left of Engineers station 30+50; THENCE to a point 40 feet left of 120th Avenue SE centerline Engineers station 31+00; THENCE to a point 45 feet left of 120th Avenue SE centerline Engineers station 31+50; THENCE to a point 50 feet left of 120th Avenue SE centerline Engineers station 32+35; THENCE Easterly to a point on the West line of 120th Avenue SE centerline opposite Engineers station 32+35; THENCE Southerly along the West line of 120th Avenue SE to close at the point of beginning.

Containing an area of 1,800 square feet, or 0.04 acres, more or less.

**NOW THEREFORE**, in consideration of Mutual Benefits, the Grantors hereby agree that said slopes may be made on his property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

**IT IS MUTUALLY AGREED AND UNDERSTOOD** that this Easement has been conveyed and accepted for public Right-of-Way purposes and in the event of abandonment, vacation, or relocation of said street, road, or highway the rights and interests in the above described lands that are herein conveyed, excepting those that pertain to utilities, shall revert to the Grantors.

**IN WITNESS WHEREOF**, Grantors have signed this instrument the day and year first written above.

**GRANTOR: SDM,**  
a Washington General Partnership

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

NAME \_\_\_\_\_  
Printed Name of Authorized Signature

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On the \_\_\_\_ day of \_\_\_\_\_, 1996, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
residing at \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_

12407

WARRANTY DEED

The grantor \_\_\_\_\_ herein EVANGELICAL COVENANT CHURCH OF KENT, WASHINGTON  
\_\_\_\_\_ a Washington Corporation

for the consideration of Ten (\$10.00) \_\_\_\_\_ Dollars

and other valuable consideration, convey \_\_\_ and warrant \_\_\_ to the County of King, State of Washington,  
all interest in the following described real estate:

Parcel A: The South 1/2 of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 16, Township 22 North, Range 5 East, W. M., in King County, Washington; EXCEPT the East 126 feet; EXCEPT the West 30 feet deeded to King County for road by Deed recorded under Recording No. 4964437; AND, EXCEPT County roads.

Parcel B: The North 1/2 of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 16, Township 22 North, Range 5 East, W. M., in King County, Washington; EXCEPT the East 392 feet thereof; AND, EXCEPT the West 30 feet thereof deeded to King County for roads under Recording No. 4964437.

That part of Parcel "A" lying southerly of and westerly of the following described line:

Beginning at a point on the west line of said Parcel "A" 30 feet east of the centerline of 120 Avenue Southeast opposite Engineer's Station 34 + 77; thence southerly to a point 36 feet east of the centerline of 120 Avenue Southeast opposite of Engineer's Station 34 + 18; thence southerly and parallel to the centerline of 120 Avenue Southeast to a point 36 feet east of the centerline of 120 Avenue Southeast opposite of Engineer's Station 34 + 00; thence easterly to a point 42 feet east of the centerline of 120 Avenue Southeast opposite of Engineer's Station 34 + 00; thence southerly and parallel to the centerline of 120 Avenue Southeast to a point 50 feet northerly of the centerline of Southeast 240 Street; thence easterly and parallel to the centerline of Southeast 240 Street to a terminus point of said line on the east line of said Parcel "A"; said terminus point being 50 feet northerly of the centerline of Southeast 240 Street. ALSO, the exterior fillet area of a 25-foot radius curve return connection of said line 50 feet northerly of and parallel with the centerline of Southeast 240 Street and said line 42 feet easterly of and parallel with the centerline of 120 Avenue Southeast, said centerlines as surveyed by King County Road Survey No. 21-22-5-13.

Contains an area of 11,130 square feet. or 0.256 acre more or less

together with the right to make all necessary slopes for cuts and fills upon the abutting property on each side of any road which is now, or may be constructed hereafter on said property, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

situated in the County of King, State of Washington.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ }

AFTER RECORDING RETURN TO:  
King County Property Services Division

12407

EASEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 1996, between EVANGELICAL COVENANT CHURCH OF KENT, WASHINGTON, a Washington Corporation, hereinafter called the Grantor(s), and King County, a political subdivision of the State of Washington, hereinafter called the Grantee.

WITNESSETH: That the Grantor(s) for and in consideration of TEN DOLLARS (\$10.00), and other valuable consideration, does hereby grant and convey to the Grantee, its successors and assigns, agents, and licensees a perpetual easement to construct, reconstruct, operate, and maintain drainage facilities, slopes, slope rock facing, cuts and fills, sidewalks, utilities, roads, and all other purposes not inconsistent with the Grantee's use across, under, over, and upon the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

Parcel A: The South 1/2 of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 16, Township 22 North, Range 5 East, W. M., in King County, Washington; EXCEPT the East 126 feet; EXCEPT the West 30 feet dedeed to King County for road by Deed recorded under Recording No. 4964437; AND, EXCEPT County roads. Parcel B: The North 1/2 of the SW 1/4 of the SE 1/4 of the SW 1/4 of Section 16, Township 22 North, Range 5 East, W. M., in King County, Washington; EXCEPT the East 392 feet thereof; AND, EXCEPT the West 30 feet thereof dedeed to King County for roads under Recording No. 4964437.

Slope Easement: That part of Parcel "A" lying within a strip of land lying northerly of and adjacent to a line 50 feet northerly of and parallel with the centerline of Southeast 240 Street and easterly of and adjacent to a line 42 feet easterly of and parallel with the centerline of 120 Avenue Southeast as surveyed by King County Road Survey No. 21-22-5-13. Beginning at a point on the east line of 120 Avenue Southeast, 42 feet right of centerline Engineer's Station 33 + 75; thence easterly to a point 52 feet right of the 120 Avenue Southeast centerline Engineer's Station 33 + 75; thence to a point 55 feet left of Southeast 240 Street centerline Engineer's Station 52 + 25; thence to a point 50 feet left of centerline Engineer's Station 52 + 75; thence westerly along the north line of Southeast 240 Street; thence along a curve having a radius of 25 feet to the north; thence northerly along the east line of 120 Avenue Southeast to close at the point of beginning. Contains an area of 341 sq. ft., or 0.008 acre, more or less.

Slope/Drainage Easement: That part of Parcel "B" lying within a strip of land having a width of 8 feet lying easterly of and adjacent to the easterly right of way line of 120 Avenue Southeast as surveyed by King County Road Survey No. 21-22-5-13 said easterly right of way line of 120 Avenue Southeast being 30 feet easterly of and parallel with said centerline of 120 Avenue Southeast; LESS the northerly 20 feet thereof. Contains an area of 2,470 sq. ft., or 0.057 acre, more or less.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above described property, and the right to clear and keep cleared all trees and other obstructions. Grantee shall have the right to permit others to occupy the easement jointly with the Grantee for utility purposes.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, and successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said undersigned has executed this instrument this

GRANTOR: EVANGELICAL COVENANT CHURCH OF KENT, WASHINGTON, a Washington Corporation

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

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

STATE OF WASHINGTON )  
  )ss  
COUNTY OF KING )

On this day \_\_\_\_\_ of \_\_\_\_\_, 1996, before me personally appeared

to me known to be the \_\_\_\_\_, 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 appointment expires: \_\_\_\_\_





12407

AFTER RECORDING RETURN TO:  
King County Property Services Division

**WARRANTY DEED**

\_\_\_\_\_ (with take) \_\_\_\_\_

The Grantor herein, Inez Mordhorst, an unmarried person for the consideration of Mutual Benefits, conveys and warrants to, King County a political subdivision of the State of Washington, hereinafter called Grantee, as follows:

**WITNESSTH**

WHEREAS, the Grantor represents and warrants that she is the owner of that certain parcel of land described as follows:

The Northeast Quarter of the Northwest Quarter of Section 21, Township 22 North, Range 5 East, WM, in King County, Washington: EXCEPT those portions for County Road

**DEED TAKE**

That portion of the above described parcel, also known as Tract "X", lying Northerly of a line 50 feet Southerly of and parallel with the centerline of SE 240th Street as surveyed by King County road survey No. 21-22-5-13; also that part of Tract "X" lying Westerly of a line 42 feet Easterly of and parallel with the centerline of 120th Avenue SE and Northerly of 120th Avenue SE Engineer's station 26+25; AND FURTHER, shall include the exterior fillet area of a 25 foot radius curve return connection of said line 50 feet Southerly of and parallel with the centerline of SE 204th Street and said line 42 feet Easterly of and parallel with the centerline of 120th Avenue SE.

Contains an area of 24,308 square feet or 0.56 acres more or less

NOW THEREFORE, in consideration of Mutual Benefits, the Grantor hereby grants the right to make all necessary slopes for cuts and fills upon the abutting property on each side of any road which is now, or may be constructed hereafter on said property, may be made on their property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

GRANTOR

\_\_\_\_\_  
Inez Mordhorst

STATE OF WASHINGTON )  
COUNTY OF KING )

On the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Inez Mordhorst to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
residing at \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_

12407

AFTER RECORDING RETURN TO:  
King County Property Services Division

**SLOPE EASEMENT**

The Grantor herein, Inez Mordhorst, an unmarried person for the consideration of Mutual Benefits, conveys and warrants to, King County a political subdivision of the State of Washington, hereinafter called Grantee, as follows:

**WITNESSTH**

WHEREAS, the Grantor represents and warrants that she is the owner of that certain parcel of land described as follows:

The Northeast Quarter of the Northwest Quarter of Section 21, Township 22 North, Range 5 East, WM, in King County, Washington: EXCEPT those portions for County Road

WHEREAS, it has been found necessary in the construction and improvement of the SE 240<sup>th</sup> Street Project to make slopes on said property of Grantors for cuts and fills as follows:

**SLOPE EASEMENT**

That part of the above described parcel also referred to as Tract "X" lying Northerly of and adjacent to a line 42 feet Easterly of and parallel with the centerline of 120<sup>th</sup> Avenue SE as surveyed by King County road survey No. 21-22-5-13; said strip of land described as follows: BEGINNING at a point on the East line of 120<sup>th</sup> Avenue SE, 42 feet right of centerline Engineer's station 27+57; THENCE to a point 58 feet right of centerline Engineer's station 29+50; THENCE to a point 58 feet right of centerline Engineers station 30+25; THENCE to a point 42 feet right of centerline Engineers station 30+25; THENCE Southerly along the East line of 120<sup>th</sup> Avenue to close at the point of beginning. Containing an area of 2,744 square feet, or 0.063 acres, more or less

ALSO, that part of Tract "X" lying within a strip of land lying Southerly of and adjacent to a line 50 feet Southerly of and parallel with the centerline of SE 240<sup>th</sup> Street as surveyed by King County road survey No. 21-22-5-13; BEGINNING at a point on the South line of SE 240<sup>th</sup> Street, 50 feet right of centerline Engineers station 60+77; THENCE to a point 74 feet right of centerline Engineers station 60+77; THENCE to a point 50 feet right of centerline Engineers station 61+38; THENCE Westerly along the South line of SE 240<sup>th</sup> Street to close at the point of beginning.

Contains an area of 732 square feet, or 0.0168 acres, more or less

ALSO, that part of Tract "X" lying within a strip of land lying Southerly of and adjacent to a line 50 feet Southerly of and parallel with the centerline of SE 240<sup>th</sup> Street as surveyed by King County road survey No. 21-22-5-13; BEGINNING at a point on the South line of SE 240<sup>th</sup> Street, 50 feet right of centerline Engineers station 62+50; THENCE to a point 56 feet right of centerline Engineers station 64+00; THENCE to a point 50 feet right of centerline Engineers station 64+70; THENCE Westerly along the South line of SE 240<sup>th</sup> Street to close at the point of beginning.

Contains an area of 660 square feet, or 0.0152 acres, more or less

Total Slope Easement: 4,136 square feet, or 0.0949 acres, more or less

NOW THEREFORE, in consideration of Mutual Benefits, the Grantors hereby agree that said slopes may be made on his property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

IT IS MUTUALLY AGREED AND UNDERSTOOD that this Easement has been conveyed and accepted for public Right-of-Way purposes and in the event of abandonment, vacation, or relocation of said street, road, or highway the rights and interests in the above described lands that are herein conveyed, excepting those that pertain to utilities, shall revert to the Grantors.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1996

\_\_\_\_\_  
Inez Mordhorst

STATE OF WASHINGTON        )  
COUNTY OF KING            )

On the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Inez Mordhorst to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
residing at \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**  
King County Property Services Division

**12407**

**DRAINAGE EASEMENT**

The Grantor herein, Inez Mordhorst, an unmarried person for the consideration of Mutual Benefits, conveys and warrants to, King County a political subdivision of the State of Washington, hereinafter called Grantee, as follows:

**WITNESSTH**

WHEREAS, the Grantor represents and warrants that she is the owner of that certain parcel of land described as follows:

The Northeast Quarter of the Northwest Quarter of Section 21, Township 22 North, Range 5 East, WM, in King County, Washington: EXCEPT those portions for County Road

WHEREAS, said Grantors, by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a right of way easement for a drainage facility over, through, across, and under the property hereinafter described as follows:

That part of the above described parcel designated as Tract "X" lying within a strip of land lying Easterly of and adjacent to a line 42 feet Easterly of and parallel with the centerline of 120th Avenue SE, as surveyed by King County Road survey No. 21-22-5-13. BEGINNING at a point 42 feet right of the centerline of 120th Avenue SE Engineer's station 31+90; THENCE East to a point 52 feet right of 120th Avenue SE centerline Engineer's station 31+90, THENCE North to a point 52 feet right of 120th Avenue SE centerline Engineer's station 32+43; THENCE East to a point 42 feet right of 120th Avenue SE centerline Engineer's station 32+43, THENCE Southerly along the West line of 120th Avenue SE to close at the point of beginning.

Containing 530 Square Feet or 0.0122 acres, more or less.

ALSO; that part of Tract "X" lying within a strip of land lying Southerly of and adjacent to a line 50 feet Southerly of and parallel with the centerline of SE 240th Street as surveyed by King County road survey No. 21-22-5-13; Beginning at a point 50 feet right of centerline of SE 240th Street Engineer's station 58+60; THENCE East to a point 70 feet right of SE 240th Street centerline Engineer's station 58+60; THENCE North 70 feet right of SE 240th Street centerline Engineer's station 59+00; THENCE East to a point 50 feet right of SE 240th Street centerline Engineer's station 59+60; THENCE Westerly along the North line of SE 240th Street to close at the point of beginning.

Containing 800 Square Feet or 0.0184 acres, more or less.

WHEREAS, said Grantee, its successors and assigns, shall have the right at such time as may be necessary, to enter upon said property for the purpose of constructing, reconstructing, maintaining, and repairing said drainage facility.

NOW THEREFORE, in consideration of Mutual Benefits, the Grantor hereby agree that said drainage facility may be made on their property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1996

**GRANTOR:**

\_\_\_\_\_  
Inez Mordhorst

STATE OF WASHINGTON )  
 ) SS  
COUNTY OF KING )

On the \_\_\_ day of \_\_\_\_\_, 1996, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Inez Mordhorst to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
residing at \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_



**AFTER RECORDING RETURN TO:**  
King County Property Services Division

**12407**

**WARRANTY DEED**

(with take)

The Grantors herein, Ferdinand and Berta M. Walla, Husband and Wife, for the consideration of Mutual Benefits, conveys and warrants to the City of Kent, a municipal corporation of the State of Washington, hereinafter called Grantee, as follows:

**WITNESSTH**

WHEREAS, the Grantors represent and warrant that they are the owners of that certain parcel of land described as follows:

The West 396 feet of the North 660 feet of the West Half of the Northwest Quarter of the Northeast Quarter of Section 21, Township 22 North, Range 5 East, WM, in King County, Washington: EXCEPT that portion thereof lying within SE 240th Street as presently established.

**DEED TAKE**

That portion of the above described parcel, also known as Tract "X", lying Northerly of a line 50 feet Southerly of and parallel with the centerline of SE 240th Street as surveyed by King County road survey No. 21-22-5-13

Contains an area of 7,920 square feet or 0.1818 acres more or less

NOW THEREFORE, in consideration of Mutual Benefits, the Grantors hereby grants the right to make all necessary slopes for cuts and fills upon the abutting property on each side of any road which is now, or may be constructed hereafter on said property, may be made on their property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

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

**GRANTORS**

\_\_\_\_\_  
Ferdinand Walla

\_\_\_\_\_  
Berta M. Walla

STATE OF WASHINGTON )  
COUNTY OF KING )

On the \_\_\_ day of \_\_\_\_\_, 19 \_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ferdinand and Berta M. Walla to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
residing at \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_

**12407**

**WARRANTY DEED**

The grantor \_\_\_\_\_ herein The Trustees of The Southland Employees Trust under  
Trust Agreement dated December 30, 1974

for the consideration of Ten (\$10.00) Dollars \_\_\_\_\_ Dollars

and other valuable consideration, convey \_\_\_ and warrant \_\_\_ to the County of King, State of Washington,  
all interest in the following described real estate:

That portion lying northeasterly of the arc of a circle with a radius of 25 feet which is tangent to a line 50 feet west of and parallel to the centerline of 132nd Avenue Southeast and tangent to a line 50 feet south of and parallel to the centerline of Southeast 240th Street of the following described property:

Lot 1, King County Short Plat No. 677036, recorded under Recording No. 7710130851, said Short Plat being a portion of the NE 1/4 of the NE 1/4 of Section 21, Township 22 North, Range 5 East, W., M., in King County, Washington.

CONTAINS AN AREA OF 134.1 SQUARE FEET, OR 0.0031 ACRE, MORE OR LESS.

together with the right to make all necessary slopes for cuts and fills upon the abutting property on each side of any road which is now, or may be constructed hereafter on said property, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

situated in the County of King, State of Washington.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19\_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AFTER RECORDING RETURN TO:**  
King County Property Services Division

**12407**

**WARRANTY DEED**

(with take)

The Grantor herein, Puget Sound Power and Light Company, a Massachusetts Corporation for the consideration of Mutual Benefits, conveys and warrants to, King County a political subdivision of the State of Washington, hereinafter called Grantee, as follows:

**WITNESSTH**

WHEREAS, the Grantor represents and warrants that they are the owner of that certain parcel of land described as follows:

South 825 feet of the West Half of the West Half of the East Half of the Southwest Quarter of the Southwest Quarter of Section 15, Township 22 North, Range 5 East, WM, in King County, Washington; EXCEPT that portion within SE 240th Street

**DEED TAKE**

That portion of the above described parcel, also known as Tract "X", that part lying Southerly of a line 50 feet Northerly of and parallel with the centerline of SE 240th Street as surveyed by King County road survey No. 21-22-5-13

Contains an area of 3,309 feet or 0.076 more or less

NOW THEREFORE, in consideration of Mutual Benefits, the Grantor hereby grants the right to make all necessary slopes for cuts and fills upon the abutting property on each side of any road which is now, or may be constructed hereafter on said property, may be made on their property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

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

**GRANTOR: Puget Sound Power and Light Company**

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

NAME \_\_\_\_\_  
Printed Name of Authorized Signature

STATE OF WASHINGTON )  
COUNTY OF KING )

On the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
residing at \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_

**AFTER RECORDING RETURN TO:**  
King County Property Services Division

**12407**

**DRAINAGE EASEMENT**

The Grantor herein, Puget Sound Power and Light Company, a Massachusetts Corporation for the consideration of Mutual Benefits, conveys and warrants to, King County a political subdivision of the State of Washington, hereinafter called Grantee, as follows:

**WITNESSTH**

**WHEREAS**, the Grantor represents and warrants that they are the owner of that certain parcel of land described as follows:

South 825 feet of the West Half of the West Half of the East Half of the Southwest Quarter of the Southwest Quarter of Section 15, Township 22 North, Range 5 East, WM, in King County, Washington; EXCEPT that portion within SE 240th Street

**WHEREAS**, said Grantor, by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a right of way easement for a drainage facility over, through, across, and under the property hereinafter described as follows:

That part of the above described parcel designated as Tract "X" lying within a strip of land lying Northerly of and adjacent to a line 50 feet Northerly of and parallel with the centerline of SE 240th Street as surveyed by King County Road survey No. 21-22-5-13. BEGINNING at a point on the West line of said Tract "X", 50 feet left of the centerline of SE 240th Street; THENCE Northerly along said West line to a point 70 feet left of the centerline of SE 240th Street; THENCE to a point on the East line of said Tract "X", 70 feet left of centerline of SE 240th Street, THENCE Southerly along said East line to a point 50 feet left of centerline of SE 240th Street; THENCE Westerly along the North line of SE 240th Street to close at the point of beginning.

Containing .3320 Square Feet or 0.0762 acres, more or less.

**WHEREAS**, said Grantee, its successors and assigns, shall have the right at such time as may be necessary, to enter upon said property for the purpose of constructing, reconstructing, maintaining, and repairing said drainage facility.

**NOW THEREFORE**, in consideration of Mutual Benefits, the Grantor hereby agree that said drainage facility may be made on their property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

**IN WITNESS WHEREOF**, Grantor have signed this instrument the day and year first written above.

**GRANTOR:** Puget Sound Power and Light Company

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

**NAME** \_\_\_\_\_  
Printed Name of Authorized Signature

**STATE OF WASHINGTON )**  
**COUNTY OF KING )**

On the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

\_\_\_\_\_  
**NOTARY PUBLIC** in and for the State of Washington  
residing at \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_



AFTER RECORDING RETURN TO:  
King County Property Services Division

**12407**

**WARRANTY DEED**

(with take)

The Grantor herein, **SDM Properties, a Washington General Partnership**, for the consideration of Mutual Benefits, conveys and warrants to, King County a political subdivision of the State of Washington, hereinafter called Grantee, as follows:

**WITNESSTH**

WHEREAS, the Grantor represents and warrants that they are the owner of that certain parcel of land described as follows:

The North Half of the South Half of the Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 21, Township 22 North, Range 5 East, WM, in King County, Washington: EXCEPT portion thereof lying within County Road No. 449 "120th Avenue SE"; SUBJECT TO easements, restrictions, and reservations of record, and to encroachment by community driveway centered on the South line; TOGETHER WITH a one-quarter ownership interest in the community well and water system presently serving the residence of this property.

**DEED TAKE**

That portion of the above described parcel, also known as Tract "X", that part lying Easterly of a line 30 feet Westerly of and parallel with the centerline of 120th Avenue SE as surveyed by King County road survey No. 21-22-5-13

Contains an area of 1,650 square feet or 0.038 acres more or less

NOW THEREFORE, in consideration of Mutual Benefits, the Grantor hereby grants the right to make all necessary slopes for cuts and fills upon the abutting property on each side of any road which is now, or may be constructed hereafter on said property, may be made on their property as herein set forth, in conformity with standard plans and specifications for highway purposes, and to the same extent and purposes as if the rights herein granted had been acquired by condemnation proceedings under Eminent Domain statutes of the State of Washington.

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

**GRANTOR: SDM, a Washington General Partnership**

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

NAME \_\_\_\_\_  
Printed Name of Authorized Signature

STATE OF WASHINGTON )  
COUNTY OF KING )

On the \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that \_\_\_\_\_ signed and sealed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Washington  
residing at \_\_\_\_\_  
My Appointment expires: \_\_\_\_\_

# 12407

## INDEX - ORDINANCE

Southeast 240th Street (between 116th Avenue Southeast and  
450 feet east of 138th Avenue Southeast)

DOCUMENTS FOR RIGHT OF WAY 9-1991-005

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