

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 340

A RESOLUTION, relating to streets and highways; and approving an agreement with the State Highway Department for the relocation of certain utility easements within the right-of-way of SR 520, Northrup Interchange to Jct. SR 202.

WHEREAS, the City of Redmond holds certain easements for sewer lines and utility purposes lying within the right of way state highway SR 520, Northrup Interchange, to Jct. SR 202 and in the improvement of SR 520 by the State of Washington, Department of Highways, it is necessary and advisable for the State of Washington to subordinate such easement rights for the purpose of clearing title to the right of way to the satisfaction of the Federal Highway Administration; and

WHEREAS, the terms for the location and relocation of said sewer and utility lines have been agreed previously to by the City of Redmond and the State of Washington, Department of Highways, in that certain agreement G.C. No. 2713; and

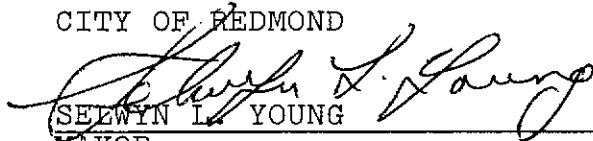
WHEREAS, the City Council has determined that it is in the best interest of the City and the State that said easement rights be subordinated to the State of Washington and that the City enter into an agreement with the State Highway Department for such purposes, NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF REDMOND DO RESOLVE AS FOLLOWS:

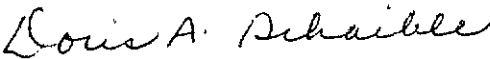
1. Subordination of easement rights agreement approved. That certain agreement between the City of Redmond and the State of Washington, acting through the Washington State Highway Commission and its Chief Right of Way Agent, providing for the relocation and subordination of easement rights of the City within the right of way SR 520, Northrup Interchange to Jct. SR 202, a copy of which is attached hereto and by this reference made a part hereof, is hereby approved.
2. Mayor and Deputy City Clerk authorized to execute agreement. The Mayor and the Deputy City Clerk are hereby authorized and empowered to execute such agreement on behalf of the City of Redmond.

PASSED by the Council of the City of Redmond, Washington, at a regular meeting thereof, and APPROVED by the Mayor this 18 day of June, 1974.

CITY OF REDMOND


SELWYN L. YOUNG
MAYOR

ATTEST:


DORIS A. SCHAIBLE
DEPUTY CITY CLERK

APPROVED AS TO FORM:


JOHN D. LAWSON
CITY ATTORNEY

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*was not
to be published
per JD 6-24-74*

AGREEMENT AND SUBORDINATION OF EASEMENT

IN THE MATTER OF SR 520, Northrup Interchange to Jct. SR 202

THIS AGREEMENT made and entered into this 18 day of June, 1974,
by and between the State of Washington, hereinafter called the "State", acting through
the Washington State Highway Commission and its Chief Right of Way Agent, and City of
Redmond, a Municipal Corporation, hereinafter called the "Utility", acting through
its appointed officers and agents;

WHEREAS, the "Utility" is the owner and holder of certain easements, to enter over,
across and upon a portion of the right of way required for the above designated
highway project; and

WHEREAS, the underlying fee to said highway right of way is now or will be owned by
the "State", subject, however, to the easements held by the "Utility", and

WHEREAS, State and Federal Laws relative to limited access highway facilities require
that the "State" shall acquire all rights essential to the construction, repair, main-
tenance and operation of said highway, including the control of access thereto; and

WHEREAS, it is mutually beneficial to both "State" and "Utility" that a portion of
certain installations of said "Utility" be relocated from within the limited access
portions of said SR 520; and

WHEREAS, all matters relative to said location, relocation and/or construction of
said facilities owned by the "Utility" within SR 520, including arrangements for the
payment of costs or charges in connection therewith are separately set out and pro-
vided for in G.C. No. 2713 and supplements thereto;

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NOW THEREFORE, for and in consideration of the covenants and conditions set out herein and of the mutual benefits accruing to the parties hereto and other valuable consideration, it is agreed as follows:

I.

The Utility hereby subordinates easement rights in, under and upon and over the following described lands:

All that portion of the following described Parcel "A" lying within the limits of SR 520, Northrup Interchange to Jct. SR 202:

PARCEL "A"

Northwest quarter of the southwest quarter of Section 23, Township 25 north, Range 5 east, W.M.;
Northeast quarter of southwest quarter of Section 23, Township 25 north, Range 5 east, W.M.;

ALSO Lots 10, 11 and 12, Willowmoor Heights, according to the plat thereof recorded in Volume 22 of Plats, page 20, records of King County, Washington ALL in King County, Washington.

The specific details concerning all of which are to be found within those certain maps of definite location now of record and on file in the office of the Director of Highways at Olympia.

II.

The Utility shall forever have and retain the right and privilege to construct, renew, replace, operate and maintain (except as restricted herein) within those areas described below and hereinafter referred to as "utility area",

- (1) an 8 inch sanitary sewer line crossing said SR 520 at approximately Highway Engineer's Station 493+00;
- (2) An 8 inch concrete sewer pipe and manhole running through said SR 520 at or near Highway Engineer's Station 589+50.

III.

In the event that it is necessary in the future to alter, relocate, or remove any of the facilities located within the utility area due to the State's requirements, after the State has approved the plans for such alteration, relocation, or removal and upon satisfactory completion of the work, the State shall reimburse the Utility for those costs incurred by such alteration, relocation, or removal, according to the terms of said G.C. No. 2713.

IV.

In the event of any alteration or relocation of the Utility's facilities, the State will prepare for execution by the parties an appropriate agreement providing for such alteration or relocation, designating the relocation area, and setting out future relocation rights of the Utility, according to the terms of G.C. No. 2713.

Should any such alteration or relocation of Utility facilities require relocation outside of highway right of way, the State will convey to the Utility, acquire on behalf of the Utility, or (if there is agreement in writing) reimburse the Utility for the cost of easement adequate to replace that easement, or portion thereof, herein subordinated to the State.

V.

The Utility agrees that all design and construction of and maintenance work on utility facilities located within the designated utility area shall be in conformance with applicable federal and state standards.

VI.

The Utility shall not, except in the event of emergency, make use of the limited access highway facility for gaining access to its facilities, and all maintenance, except for emergency situations, to the facilities shall be performed from outside the access control lines.

Where emergency work must be performed within the access control lines, or on or in the vicinity of the travelled roadway, the Utility shall immediately notify the nearest maintenance office of the Washington State Highway Department and shall provide warning to the travelling public of such work in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways as Amended and Adopted by the Washington State Highway Commission.

VII.

This agreement shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument by their duly authorized officers, the day and year first above written.

CITY OF REDMOND

BY: _____
Mayor

ATTEST: _____
Deputy City Clerk

ACCEPTED AND APPROVED:
Date: _____

STATE OF WASHINGTON
Department of Highways

BY: _____
Chief Right of Way Agent

STATE OF WASHINGTON)
 : ss.
COUNTY OF KING)

On this day personally appeared before me SELWYN L. YOUNG and DORIS A. SCHAIBLE, known to be the duly elected and appointed Mayor and Deputy City Clerk, respectively, of the City of Redmond and who executed the within and foregoing instrument on behalf of the City of Redmond and acknowledged the said instrument to be the free and voluntary act and deed of the City of Redmond for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument by resolution of the Council of the City of Redmond and that the seal affixed is the official seal of the City of Redmond.

GIVEN under my hand and official seal this _____ day of _____, 1974.

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

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