

ORIGINAL

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 470

A RESOLUTION, relating to streets and highway; and approving an agreement and quit claim deed with the State Department of Transportation for the relocation of certain utility easements within the right-of-way of SR 520, Northrup Interchange to Junction SR 202.

WHEREAS, the City of Redmond holds certain easements for water lines lying within the right-of-way of SR 520, Northrup Interchange to Junction SR 202 and in the improvement of SR 520 by the State of Washington, Department of Transportation, it is necessary and advisable for the State of Washington to obtain deeds for said easements 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 water lines have been agreed to previously by the City of Redmond and the State of Washington, Department of Transportation, in that certain agreement G.C. No. 3523; 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 deeded to the State of Washington and that the City enter into an agreement with the State Department of Transportation for such purposes, Now, Therefore,

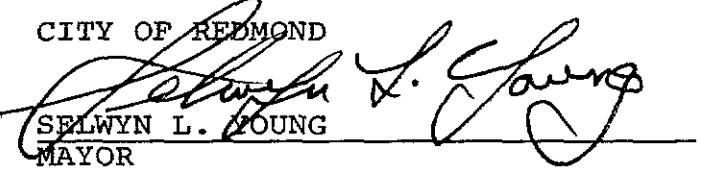
THE CITY COUNCIL OF THE CITY OF REDMOND DO RESOLVE AS FOLLOWS:

1. Agreement and Quit Claim Deed approved. That certain Agreement and Quit Claim Deed between the City of Redmond and the State of Washington, acting through the Washington State Department of Transportation Commission and its Chief Right of Way Agent, providing for the relocation of certain water lines and the deeding of certain easement rights of the City within the right-of-way SR 520, Northrup Interchange to Junction SR 202, a copy of which is attached hereto and by this reference made a part hereof, is hereby approved.

2. Mayor and City Clerk empowered to sign Deed. The Mayor and the City Clerk are hereby authorized and empowered to execute such Agreement and Quit Claim Deed 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 1st day of August, 1978.

CITY OF REDMOND


SELWYN L. YOUNG
MAYOR

ATTEST:


PAUL F. KUSAKABE
CITY CLERK

APPROVED AS TO FORM:


JOHN D. LAWSON
CITY ATTORNEY

Resolution No. 470

AGREEMENT AND QUIT CLAIM DEED

IN THE MATTER OF SR 520, Northrup Interchange to Junction SR 202

This Agreement made and entered into this _____ day of _____, 1978 by and between the STATE OF WASHINGTON, Department of Transportation, hereinafter designated as the STATE, acting through the Washington State, Department of Transportation Commission and its Chief Right of Way Agent, and the City of Redmond, a municipal corporation, successor in interest to Water District No. 99, 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 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; 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, maintenance 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 partially within said SR 520; and

WHEREAS, all matters relative to location, relocation and/or reconstruction of said facilities owned by the UTILITY within the said SR 520 project, including arrangements for the payment of all costs or charges in connection therewith are separately set out and provided for in G.C. No. 3523 and supplements thereto;

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 conveys and quit claims to the State its easement interests in and to those lands described as follows:

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

Parcel "A"

The southeast quarter of the northwest quarter of Section 23, Township 25 North, Range 5 East, W.M.;
The northeast quarter of the northwest quarter of Section 23, Township 25 North, Range 5 East, W.M.;
ALSO Lot 8, Overlake Industrial Park No. 2, according to the plat thereof recorded in Volume 66 of Plats, page 52, records of King County, Washington.

All situated 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 Secretary of Transportation at Olympia.

II

The STATE hereby agrees that the UTILITY shall have the right to construct, renew, replace, operate and maintain (except as restricted herein) within that area described below and hereinafter referred to as the "utility area":

1. A 10 inch water line in an 18 inch casing on the FRB2 Line of SR 520, Northrup Interchange to Junction SR 202, between Highway Engineers' Stations (hereinafter referred to as HES) FRB2 0+00 to FRB2 6+46.61 and in 154th Avenue N.E. from the southerly end of the FRB2 Line Station 0+00 southerly to a point opposite approximate HES 513+00 on the centerline of said SR 520,
2. A 10 inch water line in an 18 inch casing crossing said SR 520 at approximate HES 505+30,
3. A 10 inch water line crossing at approximate HES 527+15 on said SR 520 and
4. A 10 inch water line in the FRC Line of said SR 520 northerly of HES FRC 1+60.

III

In the event that it is necessary in the future to alter, relocate or remove any of the existing 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. 3523.

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.

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 quit claimed 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 traveled roadway, the UTILITY shall immediately notify the nearest maintenance office of the Washington State Transportation Department and shall provide warning to the traveling 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 Transportation Commission.

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 authorized officer, the day and year first above written.

CITY OF REDMOND

By: _____
Mayor

Attest: _____
City Clerk

ACCEPTED AND APPROVED:

Date: _____

STATE OF WASHINGTON
Department of Transportation

By _____
Chief Right of Way Agent

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me _____

and _____ known to be the duly elected and appointed Mayor and _____ 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 by hand and official seal this _____ day of _____, 1978.

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