

ORIGINAL

CITY OF REDMOND, WASHINGTON

RESOLUTION NO. 545

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, RELATING TO STREETS AND HIGHWAYS; AND APPROVING AN AGREEMENT AND QUIT CLAIM DEED WITH THE STATE DEPARTMENT OF TRANSPORTATION FOR THE RELOCATION OF CERTAIN PROPERTY RIGHTS WITHIN THE RIGHT-OF-WAY OF SR 520, NORTH-RUP INTERCHANGE TO JUNCTION SR 202.

WHEREAS, the City of Redmond holds certain property rights 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 property rights for the purpose of clearing title to the right-of-way to conform to State and Federal laws relative to limited access facilities, 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 No. GC 5170, and

WHEREAS, the City Council has determined that it is in the best interest of the City and the State that said property 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, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 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 Secretary, providing for the relocation of certain water lines and the deeding of certain property rights of the City

within the right-of-way of SR 520, Northrup Interchange to Junction SR 202 and for the granting of a nonexclusive easement by the State Department of Transportation to the City of Redmond for the City's existing and relocated lines lying within the limits of said SR 520, a copy of which is attached hereto and by this reference made a part hereof, is hereby approved.

Section 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.

RESOLVED this 16 day of June, 1980.

CITY OF REDMOND


MAYOR, CHRISTINE T. HIMES

ATTEST/AUTHENTICATED:


CITY CLERK, PAUL F. KUSAKABE

FILED WITH THE CITY CLERK: June 3, 1980

AGREEMENT AND QUIT CLAIM DEED

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

THIS AGREEMENT made and entered into this _____ day of _____ 1980 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 the Secretary of Transportation, and the CITY OF REDMOND, a municipal corporation, as successor in interest to the City of Bellevue, a municipal corporation, and as 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 property rights 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 being mutually beneficial to both STATE and UTILITY, portions of certain installations of said UTILITY have been previously relocated 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 Agreement No. GC 5170 and supplements; and

WHEREAS, the plan for the location, relocation and/or reconstruction of said facilities owned by the UTILITY as provided for by Agreement No. GC 5170 was changed during the construction of said UTILITY facilities, with full agreement between STATE and UTILITY for such change; and

WHEREAS, it is necessary to modify the description of the easement to be granted by STATE to UTILITY as set out in said GC 5170 to conform to the actual location of the water pipe lines as actually installed in the ground;

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:

1

The UTILITY hereby conveys and quit claims to the STATE all right, title and interest in and to those lands described as follows:

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

Parcel "A":

The northwest quarter of the northwest quarter of Section 26;
AND the west half of the southwest quarter of Section 23;
ALL IN Township 25 North, Range 5 East, W.M.

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, as approved February 6, 1969 and revised February 28, 1977.

II

The STATE hereby conveys and quit claims to the UTILITY a nonexclusive easement 10 feet wide to construct, renew, replace, operate and maintain (except as restricted herein and subject to the conditions of said GC 5170, a waterline facility all as more specifically set out in said GC 5170 the centerline of said easement being described as follows:

Beginning at a point 22 feet easterly and opposite Highway Engineer's Station (hereinafter referred to as HES) FE 97+13 on the FE Line Survey of SR 520, Northrup Interchange to Jct. SR 202; thence northerly and parallel with said FE Line Survey to a point opposite HES FE 99+10.82; thence northeasterly to a point 32 feet easterly and opposite HES FE 99+28.82; thence northerly to a point 665 feet southeasterly and opposite HES 471+20 on the SR 520 centerline survey of said SR 520, Northrup Interchange to Jct. SR 202; thence continuing northwesterly to a point 174.50 feet southeasterly and opposite HES 475+40.30 on said SR 520 centerline survey; thence northeasterly to a point 167.30 feet southeasterly and opposite HES 476+45.12 on said SR 520 centerline survey; thence northeasterly to a point 97.65 feet northwesterly and opposite HES 478+75.99 on said SR 520 centerline survey; thence northwesterly to a point 202.47 feet northwesterly and opposite HES 478+68.79 on said SR 520 centerline survey; thence northeasterly to a point 815 feet northwesterly and opposite HES 483+92 on said SR 520 centerline survey; thence northeasterly parallel with the FE Line Survey of said SR 520 to a point opposite HES FE 123+50 and the end of this line description.

III

In the event that it is necessary in the future to alter, relocate, or remove any of the presently existing facilities located within the above described easement 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 GC 5170.

IV

In the event of any alteration or relocation of the UTILITY's facilities due to STATE's requirements 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 re-location 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 by the STATE, to the UTILITY.

V

The UTILITY agrees that all design and construction of and maintenance work on UTILITY facilities located within the designated easement 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 Department of Transportation 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 Department of Transportation 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 authorized officers, the day and year first above written.

CITY OF REDMOND

By: _____
Mayor

Attest: _____
City Clerk

STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION

By: _____
Secretary of Transportation

Dated: _____, 1980

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this day personally appeared before me _____
and _____ known to me to be the duly elected and
appointed Mayor and City Clerk, respectively, of the City of Redmond and who exe-
cuted 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 _____ 1980.

Notary Public in and for the State of
Washington
Residing at _____

STATE OF WASHINGTON)
) ss
County of Thurston)

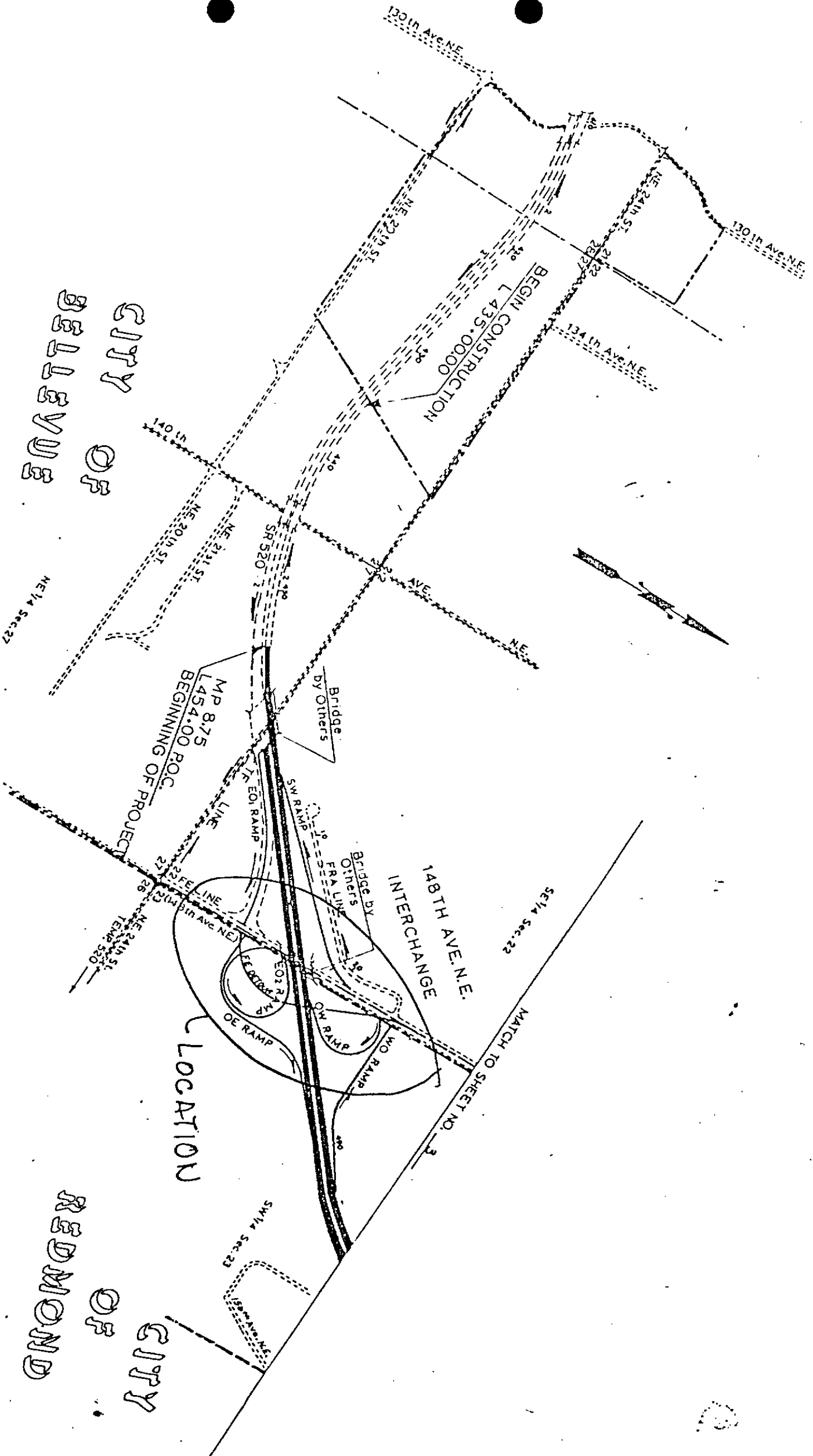
On this _____ day of _____ 1980 before me personally
appeared W. A. BULLEY, known to me as the Secretary of Transportation, Washington
State Department of Transportation Commission, and executed the foregoing instru-
ment, acknowledging said instrument to be the free and voluntary act and deed of
the State of Washington, for the uses and purposes therein mentioned, and on oath
stated that he is authorized to execute said instrument.

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 _____

CITY OF
BELLEVUE

CITY OF
REDMOND



SR 520
MP 8.75 TO
148TH AVENUE N.E. TO SR 9
KING COUNTY