

Attachment C

2006-029

15395

Please Return To:
City of Redmond - CHPWE
Public Works Department
P.O. Box 97010
Redmond, WA 98073-9710

Utility and Right-of-Way
Easements, West Lake Sammamish
Parkway

WASHINGTON STATE COUNTY AUDITOR/RECORDER INDEXING FORM

Document Title(s) (or transactions contained therein):

SIDEWALK AND UTILITIES EASEMENT

Reference Number(s) of Documents assigned or released:
Additional reference numbers on page ____ of document

Grantor(s): (Last name first, then first name and initials)
1. **KING COUNTY, State of Washington**
2. Additional names on page __ of document

Grantee(s): (Last name first, then first name and initials)
1. **REDMOND, CITY OF**
2. Additional names on page __ of document

Legal Description: (abbreviated form i.e. lot, block, plat name, section-township-range)

Portion of E 1/2 of SE 1/4 of Sec. 11, T25N, R5E, W.M., King County, Washington

 Additional legal is on page ____ of document

Assessor's Property Tax Parcel Account Number(s):

112505 9016

City of Redmond Reference: *West Lake Sammamish Parkway NE 51st to Marymoor Way (Parcel 12)*

Project Number: **98-CI-71**

Permit Number:

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SIDEWALK AND UTILITIES EASEMENT

THE GRANTOR, KING COUNTY, State of Washington, for and inconsideration of a sum paid or other valuable consideration by **CITY OF REDMOND**, a municipal corporation of the State of Washington (hereinafter called "Grantee"), does by these presents, grant, bargain, sell, convey and warrant unto Grantee, its successors and assigns, an easement, together with the right to keep said easement free of obstructions, for public sidewalk and public and private utilities (including, but not limited to, electric, water, sewer, storm, gas, telephone, cable television and other telecommunications), with ordinary and necessary appurtenances under, over, through, across and upon the following described "Property" in King County, Washington:

SEE EXHIBIT "A"

The Grantee, its successors and assigns, shall have the right without prior notice or proceeding at law, at such times as may be necessary to enter upon said above described property as graphically depicted on Exhibit "B" for the purpose of constructing, reconstructing, installing, repairing, maintaining, using or altering said sidewalk and utilities which shall be accomplished in such a manner that any private improvements existing in this easement as of the date of this instrument will not be unreasonably disturbed, damaged or destroyed, however in the event they are disturbed, damaged or destroyed such improvements will be restored or replaced as nearly as practical to the condition as existed immediately before the property was entered upon by Grantee, excluding the initial construction of a sidewalk.

Grantor shall retain the right to use the surface of the easement as long as such use does not interfere with the easement rights granted to the Grantee. Grantor shall not, however, have the right to:

- (a) Erect or maintain any buildings or structures within the easement; or
- (b) Plant trees, shrubs or vegetation having deep root patterns which may cause damage to or interfere with the sidewalk and/or utilities placed within the easement by the Grantee.

This easement and covenants herein shall be recorded with the King County Recorder and shall be binding on the Grantor, its successors, heirs and assigns.

Grantor covenants that it is the lawful owner of the above-described property and has authority to convey such easement.

Dated this _____ day of _____, 2003.

GRANTOR:
King County, State of Washington

By: _____

Title: _____

15395

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that _____ signed this instrument, and on oath state that _____ he was authorized by the King County Executive to execute the instrument, and acknowledged it as the _____ of King County, State of Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated: _____

Name: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing in _____

My Commission Expires _____

15395

EXHIBIT "A"
SIDEWALK AND UTILITIES EASEMENT
LEGAL DESCRIPTION
(PORTION OF 112505 9016)

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11;
THENCE NORTH 87°57'27" WEST ALONG THE SOUTH LINE OF SAID SECTION 11 A DISTANCE OF 783.49 FEET TO THE CENTERLINE OF WEST LAKE SAMMAMISH PARKWAY; THENCE SOUTH 87°57'27" EAST ALONG SAID SOUTH LINE A DISTANCE OF 90.82 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 43°38'43" WEST A DISTANCE OF 141.89 FEET;
THENCE NORTH 35°28'06" WEST A DISTANCE OF 190.57 FEET;
THENCE SOUTH 49°31'07" WEST A DISTANCE OF 16.54 FEET TO A POINT HEREINAFTER KNOWN AS POINT "A"; THENCE SOUTH 29°05'26" EAST A DISTANCE OF 1.55 FEET;
THENCE SOUTH 32°19'50" EAST A DISTANCE OF 76.86 FEET;
THENCE SOUTH 36°23'05" EAST A DISTANCE OF 122.29 FEET;
THENCE SOUTH 41°41'24" EAST A DISTANCE OF 108.70 FEET TO SAID SOUTH LINE;
THENCE SOUTH 87°57'27" EAST ALONG SAID SOUTH LINE A DISTANCE OF 34.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

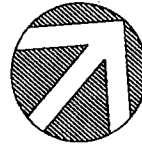
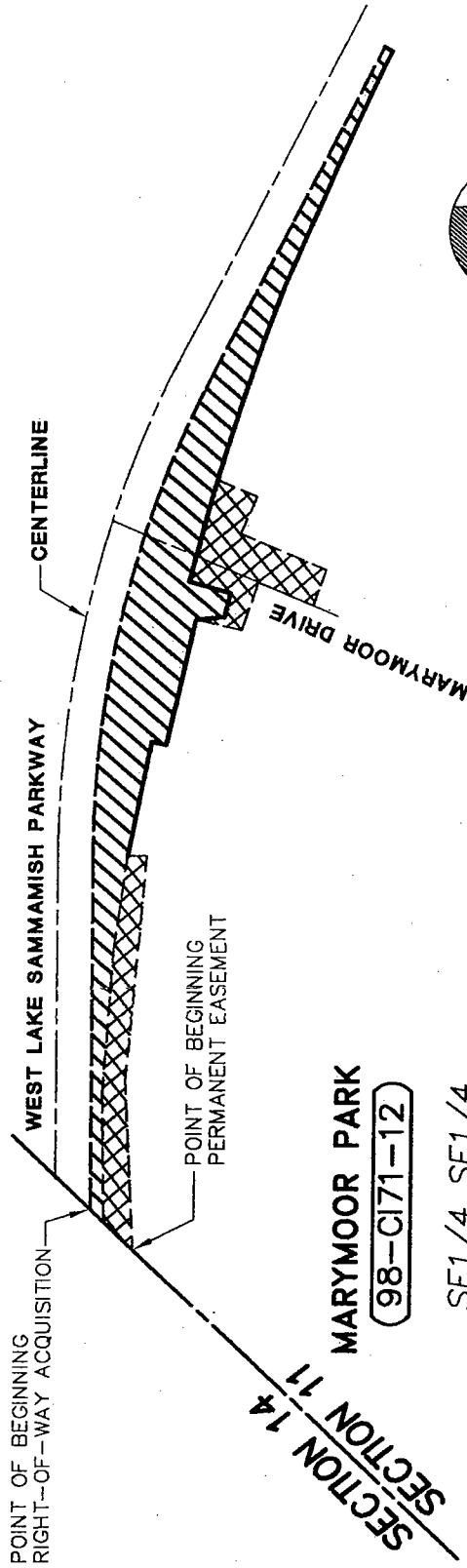
COMMENCING AT AFOREMENTIONED POINT "A";
THENCE NORTH 29°05'26" WEST A DISTANCE OF 98.77 FEET;
THENCE NORTH 60°55'38" EAST A DISTANCE OF 12.38 FEET;
THENCE NORTH 27°52'41" WEST A DISTANCE OF 108.58 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 62°07'19" EAST A DISTANCE OF 39.13 FEET;
THENCE NORTH 21°58'26" WEST A DISTANCE OF 42.51 FEET;
THENCE NORTH 72°24'15" EAST A DISTANCE OF 50.34 FEET;
THENCE NORTH 21°58'26" WEST A DISTANCE OF 32.10 FEET;
THENCE SOUTH 72°24'15" WEST A DISTANCE OF 77.63 FEET;
THENCE NORTH 17°35'45" WEST A DISTANCE OF 34.06 FEET;
THENCE SOUTH 72°15'43" WEST A DISTANCE OF 35.97 FEET; TO A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE NORTHEAST FROM WHICH ITS CENTER BEARS NORTH 65°57'29" EAST 2165.47 DISTANT;
THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0°28'27" A DISTANCE OF 17.92 FEET;
THENCE SOUTH 25°57'31" EAST A DISTANCE OF 70.87 FEET;
THENCE NORTH 65°23'13" EAST A DISTANCE OF 35.71 FEET
THENCE SOUTH 27°13'23" EAST A DISTANCE OF 20.87 FEET;
THENCE SOUTH 44°08'20" WEST A DISTANCE OF 23.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,819 SQUARE FEET OR 0.29 ACRES MORE OR LESS.

EXHIBIT "B"

15395

**CITY OF REDMOND PROJECT/PARCEL # 98-C171-12 (MARYMOOR PARK)
WEST LAKE SAMMAMISH PARKWAY**



MARYMOOR PARK
(98-C171-12)

SE1/4 SE1/4
SECTION 11



RIGHT-OF-WAY ACQUISITION
(±29,487 SQUARE FEET TOTAL)



PERMANENT EASEMENT
(±12,819 SQUARE FEET TOTAL)



**DAVID EVANS
AND ASSOCIATES INC.**
415 - 118th Avenue SE
Bellevue Washington 98005-3518
Phone: 425.519.6500

Please Return To:
City of Redmond - CHPWE
Public Works Department
P.O. Box 97010
Redmond, WA 98073-9710

WASHINGTON STATE COUNTY AUDITOR/RECORDER INDEXING FORM

Document Title(s) (or transactions contained therein):

SIDEWALK AND UTILITIES EASEMENT

Reference Number(s) of Documents assigned or released:

Additional reference numbers on page ___ of document

Grantor(s): (Last name first, then first name and initials)

1. KING COUNTY, State of Washington

2.

Additional names on page __ of document

Grantee(s): (Last name first, then first name and initials)

1. REDMOND, CITY OF

2.

Additional names on page __ of document

Legal Description: (abbreviated form i.e. lot, block, plat name, section-township-range)

Portion of NW ¼ of Sec. 13, T25N, R5E, W.M., King County, Washington

Additional legal is on page __ of document

Assessor's Property Tax Parcel Account Number(s):

132505-9001

City of Redmond Reference: West Lake Sammamish Parkway NE 51st to Marymoor Way (Parcel 10)

Project Number: 98-CI-71

Permit Number:

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

SIDEWALK AND UTILITIES EASEMENT

THE GRANTOR, KING COUNTY, State of Washington, for and inconsideration of a sum paid or other valuable consideration by **CITY OF REDMOND**, a municipal corporation of the State of Washington (hereinafter called "Grantee"), does by these presents, grant, bargain, sell, convey and warrant unto Grantee, its successors and assigns, an easement, together with the right to keep said easement free of obstructions, for public sidewalk and public and private utilities (including, but not limited to, electric, water, sewer, storm, gas, telephone, cable television and other telecommunications), with ordinary and necessary appurtenances under, over, through, across and upon the following described "Property" in King County, Washington:

SEE EXHIBIT "A"

The Grantee, its successors and assigns, shall have the right without prior notice or proceeding at law, at such times as may be necessary to enter upon said above described property as graphically depicted on Exhibit "B" for the purpose of constructing, reconstructing, installing, repairing, maintaining, using or altering said sidewalk and utilities which shall be accomplished in such a manner that any private improvements existing in this easement as of the date of this instrument will not be unreasonably disturbed, damaged or destroyed, however in the event they are disturbed, damaged or destroyed such improvements will be restored or replaced as nearly as practical to the condition as existed immediately before the property was entered upon by Grantee, excluding the initial construction of a sidewalk.

Grantor shall retain the right to use the surface of the easement as long as such use does not interfere with the easement rights granted to the Grantee. Grantor shall not, however, have the right to:

- (a) Erect or maintain any buildings or structures within the easement; or
- (b) Plant trees, shrubs or vegetation having deep root patterns which may cause damage to or interfere with the sidewalk and/or utilities placed within the easement by the Grantee.

This easement and covenants herein shall be recorded with the King County Recorder and shall be binding on the Grantor, its successors, heirs and assigns.

Grantor covenants that it is the lawful owner of the above-described property and has authority to convey such easement.

Dated this _____ day of _____, 2003.

GRANTOR:
King County, State of Washington

By: _____

Title: _____

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that _____ signed this instrument, and on oath state that _____ he was authorized by the King County Executive to execute the instrument, and acknowledged it as the _____ of King County, State of Washington to be the fee and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated: _____

Name: _____

Print Name: _____
Notary Public in and for the State of Washington

Residing in _____

My Commission Expires _____

EXHIBIT "A"
SIDEWALK AND UTILITIES EASEMENT
LEGAL DESCRIPTION
(PORTION OF 132505 9001)

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 13;
THENCE SOUTH $01^{\circ}13'28''$ WEST ALONG THE WEST LINE OF SAID SECTION 13 A DISTANCE OF 863.84 FEET TO THE CENTERLINE OF WEST LAKE SAMMAMISH PARKWAY; THENCE NORTH $01^{\circ}13'28''$ EAST ALONG SAID WEST LINE A DISTANCE OF 45.76 FEET TO THE EAST RIGHT OF WAY MARGIN OF WEST LAKE SAMMAMISH PARKWAY AND A NON-RADIAL INTERSECTION WITH AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST FROM WHICH ITS CENTER BEARS SOUTH $50^{\circ}05'03''$ WEST 5763.24 FEET DISTANT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST MARGIN, THROUGH A CENTRAL ANGLE OF $01^{\circ}05'14''$ A DISTANCE OF 109.36 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST MARGIN, THROUGH A CENTRAL ANGLE OF $02^{\circ}31'38''$ A DISTANCE OF 254.21 FEET; THENCE NORTH $53^{\circ}41'55''$ EAST A DISTANCE OF 5.00 FEET TO A RADIAL INTERSECTION WITH ARC OF A CURVE HAVING A RADIUS OF 5768.24 FEET, SAID POINT LYING 5.00 FEET EAST AND PERPENDICULAR TO SAID EAST MARGIN; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, CONCENTRIC WITH SAID EAST MARGIN, THROUGH A CENTRAL ANGLE OF $02^{\circ}13'45''$ A DISTANCE OF 224.42 FEET; THENCE NORTH $51^{\circ}05'11''$ EAST A DISTANCE OF 15.00 FEET; THENCE NORTH $38^{\circ}40'48''$ WEST A DISTANCE OF 30.00 FEET; THENCE SOUTH $51^{\circ}10'17''$ WEST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,721 SQUARE FEET OR 0.04 ACRES MORE OR LESS.

15395

EXHIBIT "B"

15395

Please Return To:
City of Redmond - CHPWE
Public Works Department
P.O. Box 97010
Redmond, WA 98073-9710

WASHINGTON STATE COUNTY AUDITOR/RECORDER INDEXING FORM

Document Title(s) (or transactions contained therein):

SIDEWALK AND UTILITIES EASEMENT

Reference Number(s) of Documents assigned or released:

Additional reference numbers on page ____ of document

Grantor(s): (Last name first, then first name and initials)

1. **KING COUNTY, State of Washington**

2.

Additional names on page __ of document

Grantee(s): (Last name first, then first name and initials)

1. **REDMOND, CITY OF**

2.

Additional names on page __ of document

Legal Description: (abbreviated form i.e. lot, block, plat name, section-township-range)

Portion of NE ¼ of NE ¼ of Sec. 14, T25N, R5E, W.M., King County, Washington

Additional legal is on page __ of document

Assessor's Property Tax Parcel Account Number(s):

142505 9023

City of Redmond Reference: *West Lake Sammamish Parkway NE 51st to Marymoor Way (Parcel 11)*

Project Number: **98-CI-71**

Permit Number:

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Page ____ of ____

SIDEWALK AND UTILITIES EASEMENT

THE GRANTOR, KING COUNTY, State of Washington, for and inconsideration of a sum paid or other valuable consideration by **CITY OF REDMOND**, a municipal corporation of the State of Washington (hereinafter called "Grantee"), does by these presents, grant, bargain, sell, convey and warrant unto Grantee, its successors and assigns, an easement, together with the right to keep said easement free of obstructions, for public sidewalk and public and private utilities (including, but not limited to, electric, water, sewer, storm, gas, telephone, cable television and other telecommunications), with ordinary and necessary appurtenances under, over, through, across and upon the following described "Property" in King County, Washington:

SEE EXHIBIT "A"

The Grantee, its successors and assigns, shall have the right without prior notice or proceeding at law, at such times as may be necessary to enter upon said above described property as graphically depicted on Exhibit "B" for the purpose of constructing, reconstructing, installing, repairing, maintaining, using or altering said sidewalk and utilities which shall be accomplished in such a manner that any private improvements existing in this easement as of the date of this instrument will not be unreasonably disturbed, damaged or destroyed, however in the event they are disturbed, damaged or destroyed such improvements will be restored or replaced as nearly as practical to the condition as existed immediately before the property was entered upon by Grantee, excluding the initial construction of a sidewalk.

Grantor shall retain the right to use the surface of the easement as long as such use does not interfere with the easement rights granted to the Grantee. Grantor shall not, however, have the right to:

- (a) Erect or maintain any buildings or structures within the easement; or
- (b) Plant trees, shrubs or vegetation having deep root patterns which may cause damage to or interfere with the sidewalk and/or utilities placed within the easement by the Grantee.

This easement and covenants herein shall be recorded with the King County Recorder and shall be binding on the Grantor, its successors, heirs and assigns.

Grantor covenants that it is the lawful owner of the above-described property and has authority to convey such easement.

Dated this _____ day of _____, 2003.

GRANTOR:
King County, State of Washington

By: _____

Title: _____

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that _____ signed this instrument, and on oath state that _____ he was authorized by the King County Executive to execute the instrument, and acknowledged it as the _____ of King County, State of Washington to be the free and voluntary act of said County for the uses and purposes mentioned in the instrument.

Dated: _____

Name: _____

Print Name: _____

Notary Public in and for the State of Washington

Residing in _____

My Commission Expires _____

EXHIBIT "A"
SIDEWALK AND UTILITIES EASEMENT
LEGAL DESCRIPTION
(PORTION OF 142505 9023)

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 25 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 14;
 THENCE NORTH 87°57'27" WEST ALONG THE NORTH LINE OF SAID SECTION 14 A DISTANCE OF 783.49 FEET TO THE CENTERLINE OF WEST LAKE SAMMAMISH PARK WAY; THENCE SOUTH 87°57'27" EAST A DISTANCE OF 56.41 FEET TO THE **POINT OF BEGINNING**;
 THENCE SOUTH 41°41'24" EAST A DISTANCE OF 90.63 FEET;
 THENCE SOUTH 41°14'04" EAST A DISTANCE OF 19.58 FEET TO A POINT HEREINAFTER KNOWN AS POINT "A"; THENCE NORTH 49°20'09" EAST A DISTANCE OF 28.00 FEET;
 THENCE NORTH 43°38'43" WEST A DISTANCE OF 86.97 FEET TO SAID NORTH LINE;
 THENCE NORTH 87°57'27" WEST ALONG SAID NORTH LINE A DISTANCE OF 34.42 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT AFORESAID POINT "A";
 THENCE SOUTH 41°44'09" EAST A DISTANCE OF 48.01 FEET TO THE **POINT OF BEGINNING**;
 THENCE NORTH 49°20'09" EAST A DISTANCE OF 110.33 FEET;
 THENCE SOUTH 40°39'51" EAST A DISTANCE OF 21.30 FEET;
 THENCE SOUTH 49°20'09" WEST A DISTANCE OF 57.49 FEET;
 THENCE SOUTH 40°39'51" EAST A DISTANCE OF 261.30 FEET;
 THENCE SOUTH 49°20'09" WEST A DISTANCE OF 48.93 FEET TO A POINT HEREINAFTER KNOWN AS POINT "B";
 THENCE NORTH 40°26'02" WEST A DISTANCE OF 60.80 FEET;
 THENCE NORTH 41°44'09" WEST A DISTANCE OF 221.83 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT "B";
 THENCE SOUTH 40°26'02" EAST A DISTANCE OF 139.52 FEET TO THE **POINT OF BEGINNING**;
 THENCE SOUTH 40°39'51" EAST A DISTANCE OF 20.00 FEET TO A POINT HEREINAFTER KNOWN AS POINT "C";
 THENCE NORTH 49°20'09" EAST A DISTANCE OF 21.96 FEET;
 THENCE NORTH 40°57'56" WEST A DISTANCE OF 20.00 FEET;
 THENCE SOUTH 49°20'09" WEST A DISTANCE OF 21.86 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

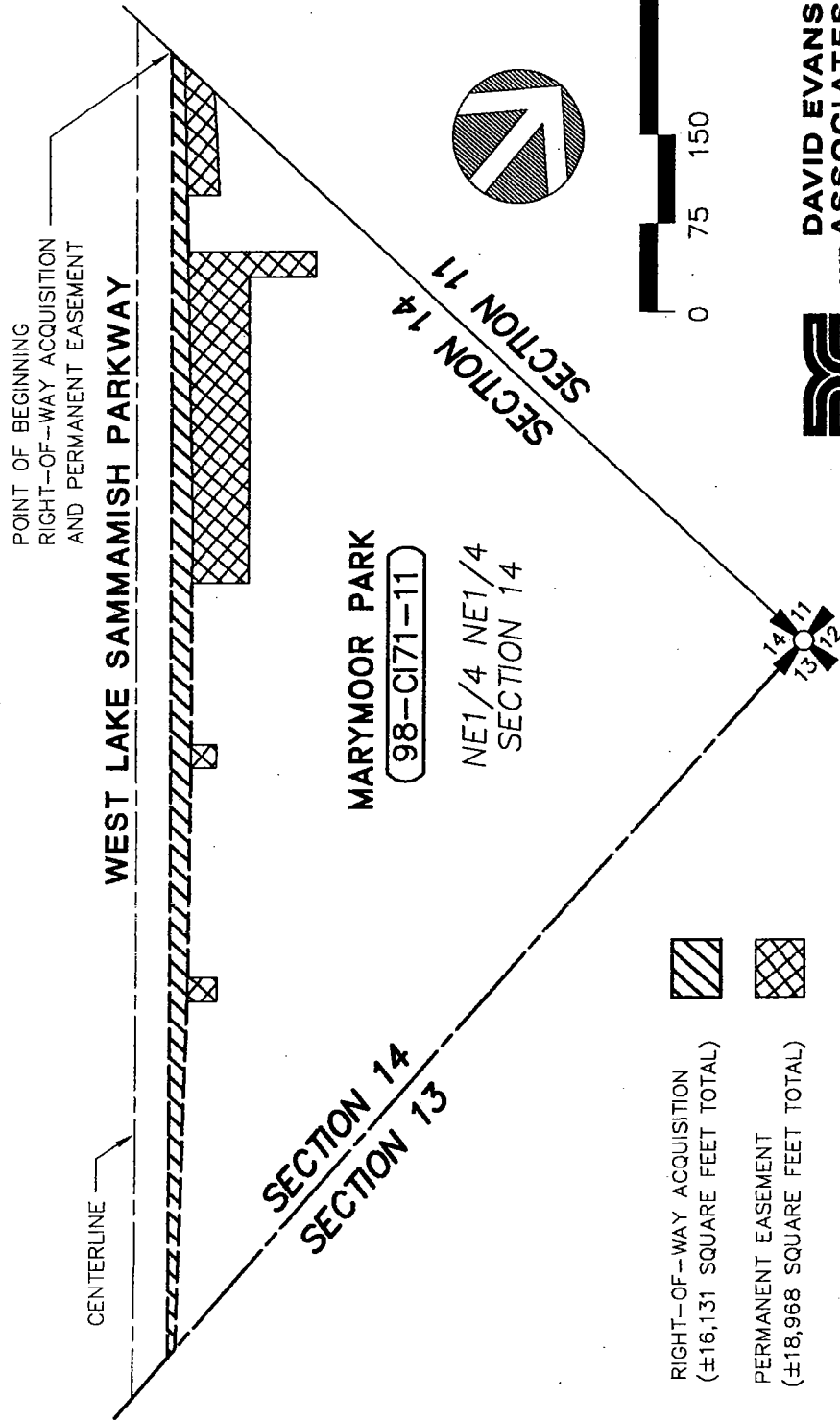
COMMENCING AT AFORESAID POINT "C";
 THENCE SOUTH 40°08'33" EAST A DISTANCE OF 180.02 TO THE **POINT OF BEGINNING**;
 THENCE SOUTH 38°54'26" EAST A DISTANCE OF 20.00 FEET;
 THENCE NORTH 49°20'09" EAST A DISTANCE OF 25.27 FEET;
 THENCE NORTH 40°57'56" WEST A DISTANCE OF 20.00 FEET;
 THENCE SOUTH 49°20'09" WEST A DISTANCE OF 24.55 FEET TO THE POINT OF BEGINNING.

CONTAINING 18,968 SQUARE FEET OR 0.44 ACRES MORE OR LESS.

15395

EXHIBIT "B"

CITY OF REDMOND PROJECT/PARCEL # 98-C171-11 (MARYMOOR PARK)
WEST LAKE SAMMAMISH PARKWAY



RIGHT-OF-WAY ACQUISITION
(±16,131 SQUARE FEET TOTAL)

PERMANENT EASEMENT
(±18,968 SQUARE FEET TOTAL)



**DAVID EVANS
AND ASSOCIATES INC.**
415 - 118th Avenue SE
Bellevue Washington 98005-3518
Phone: 425.519.6500