

**KING COUNTY WATER DISTRICT NO. 90
KING COUNTY, WASHINGTON
RESOLUTION NO. 984**

A **RESOLUTION** of the Board of Commissioners of King County Water District No. 90, King County, Washington, approving and accepting a Bill of Sale from Issaquah School District #411 for the Apollo Elementary water main extension.

WHEREAS, a Bill of Sale from Issaquah School District #411 for the Apollo Elementary water main extension has been executed and tendered to the District; and

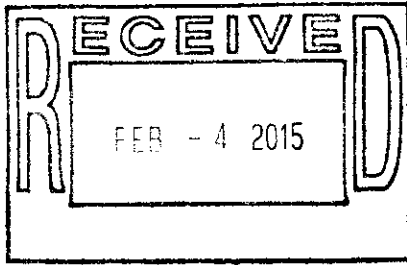
WHEREAS, the District's consulting engineers at Stantec Consulting Services, Inc., and the District's attorney, Jack H. Leininger, have approved the Bill of Sale as to form and content.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF KING COUNTY WATER DISTRICT NO. 90 AS FOLLOWS:

Section 1: That the Bill of Sale attached hereto and incorporated herein by this reference as Exhibit "A" is hereby approved and accepted by King County Water District No. 90 as executed and as recorded by the King County Auditor as it pertains to the Apollo Elementary water main extension.

ADOPTED by the Board of Commissioners of King County Water District No. 90, King County, Washington, at a regular, open public meeting thereof held on the ___ day of December, 2014.

RV Gephine 12-16-14
Ann Curia 12/16/14
By D M 12/16/14



**Apollo Elementary School
Water Main Extension**



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KING COUNTY, WA

WHEN RECORDED RETURN TO:
KING COUNTY WATER DISTRICT NO. 90
15606 SE 128th Street
Renton WA 98059

BILL OF SALE

Reference # (if applicable) _____
Grantor(s) Issaquah School District #411
Grantee(s) KING COUNTY WATER DISTRICT NO. 90

Legal Description: N/A
Assessor's Tax Parcel ID#: N/A

KNOW ALL MEN BY THESE PRESENTS: That, ISSAQUAH SCHOOL DISTRICT #411, referred to as the party of the first part, for and in consideration of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION (\$10.00), receipt of which is hereby acknowledged, does by these presents grant, bargain, sell, and deliver unto the said party of the second part, KING COUNTY WATER DISTRICT NO. 90, a Washington municipal corporation, the following described property located in King County, State of Washington, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same to the said party of the second part, its heirs, executors, administrators and assigns forever. And the said party of the first part, for its heirs, executors, and administrators, covenants and agrees to and with the said party of the second part, its executors, administrators and assigns, that said party of

the first part is the owner of the said property, goods and chattel, and has good right and full authority to sell the same, and that it will warrant and defend the sale hereby made unto the said party of the second part, its executors, administrators and assigns, against all and every person or persons, whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and official seal this 29 day of December, 2014.

ISSAQUAH SCHOOL DISTRICT #411

By: [Signature] Steve Crawford
Director of Capital Projects
Title

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

On this day personally appeared before me, Steve Crawford to me known to be the Director of Capital Projects of Issaquah School District #411, and who acknowledged to me that he/she is authorized to execute the within and foregoing instrument as the free and voluntary act and deed of said municipality, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 29th day of December, 2014.



NOTARY PUBLIC in and for the State of Washington, residing at Summish, WA
My Commission Expires: 6-13-17.

Exhibit "A"
WATER DISTRICT NO. 90

Apollo Elementary School
Water Main Extension
Base Map C-3 / Drawings No. C3.11 to C3.12

SIZE	ON	FROM	TO	LENGTH
8"	Easement 9809091876 and Easement 11-23-5-27	The connection to the existing system near the northwest corner of the school (within Easement 9809091876)	The connection to the existing system south of the school (within Easement 11-23-5-27)	424 L.F.
12"	Easement 9809091876	The connection to the existing system at the southeast corner of the school	The connection to the existing system at the south end of Easement 9809091876	373 L.F.
Total 8"				424 L.F.
Total 12"				373 L.F.

TOGETHER WITH valves, fire hydrants, and appurtenances.

ISSAQUAH SCHOOL DISTRICT
APOLLO ELEMENTARY SCHOOL WATER MAIN EXTENSION
Bill of Sale Back-up

12/19/2014

Item No.	Item/Task Description	Quantity	Unit	Cost Per	Total Cost
1	12 inch diameter	373	lf	\$ 18.70	\$ 6,975.10
2	12 inch diameter installation	373	lf	\$ 28.06	\$ 10,466.38
3	8 inch diameter	424	lf	\$ 18.50	\$ 7,844.00
4	8 inch diameter installation labor	424	lf	\$ 28.36	\$ 12,024.64
5	12 inch x 8 inch wet tap	1	1	\$ 1,850.00	\$ 1,850.00
6	12 inch x 8 inch wet tap installation labor	1	1	\$ 4,900.00	\$ 4,900.00
7	Fire hydrant	1	1	\$ 1,650.00	\$ 1,650.00
8	Fire hydrant installation labor	1	1	\$ 1,500.00	\$ 1,500.00
9	4 inch gate valve	1	1	\$ 382.00	\$ 382.00
10	4 inch gate valve installation labor	1	1	\$ 130.00	\$ 130.00
TOTAL					\$ 47,722.12

Filed for Record at
the request of:
KING COUNTY WATER DISTRICT NO. 90
15606 S.E. 128TH STREET
RENTON, WASHINGTON 98059



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PAGE-001 OF 007
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KING COUNTY, WA

Easement No.: 11-23-5-27

Project: Apollo Elementary School

Tax Parcel ID#: 063810-0185

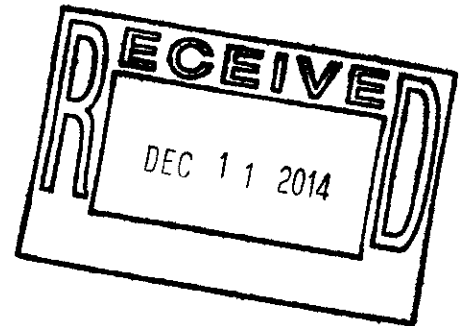
Grantor(s): Apollo Elementary School

Issaquah School District #411

565 NW Holly

Issaquah, WA 98027

Grantee(s): KING COUNTY WATER DISTRICT NO. 90



AGREEMENT FOR EASEMENT

THIS INDENTURE, made this _____ day of _____, 201____, by and between **KING COUNTY WATER DISTRICT NO. 90**, a municipal corporation of King County, Washington, hereinafter termed the "Grantee", and **ISSAQUAH SCHOOL DISTRICT NO. 411**, a municipal corporation of State Washington, hereinafter termed the "Grantors";

WITNESSETH

That the said Grantors for ONE DOLLAR (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by the Grantees, does by these presents convey, grant and warrant unto the Grantee a permanent easement for water mains and appurtenances under, through, above, and across the following described property situated in King County, Washington, together with all after acquired title of the Grantors therein, and more particularly described as follows:

PARCEL DESCRIPTION:

That portion of the Southwest quarter of the Northwest quarter of Section 11, Township 23 North, Range 5 East, W.M., in King County, Washington, further described as follows:

Parcel A:

The South half of Tract 23, Beck's Ten Acre Tracts, according to the plat thereof recorded in volume 9 of plats, page 14, in King County, Washington;

Also the North half of Tract 26 in said plat of Beck's Ten Acre Tracts;

Except the West 189.07 feet thereof as measured along the North line thereof.

Parcel B:

The South half of Tract 26, Beck's Ten Acre Tracts, According to the plat thereof recorded in volume 9 of plats, page 14, in King County, Washington;

Except therefrom the West 189.07 feet, as measured along the North line of said South half.

EASEMENT DESCRIPTION:

That portion of the above-described real property further described as follows:
A 15 foot wide strip of land lying 7.5 feet on each side of the following described centerline:

Commencing at the Southeast corner of said Parcel B;

Thence along the East line of said Parcel A and said Parcel B North 00°28'03" East 356.69 feet to a point referred to as "Point A" on the centerline of an existing easement granted to King County Water District No. 90 under recording number 9809091876;

Thence North 79°03'50" West, along said existing easement centerline, 149.40 feet to a point hereinafter referred to as "Point A1"

The Grantor acknowledges that part of the consideration being paid by the Grantee is for any and all damage resulting to or resulting hereafter from the possible interference of the natural flow of surface waters by Grantee's digging of pipe lines which may disturb the soil composition within said easement.

The Grantee shall have the right without prior institution of any suit of proceeding at law, at such time as may be necessary, to enter upon the easement for the purpose of constructing, repairing, altering or reconstructing said water mains, or making any connections herewith, without incurring any legal obligation or liability therefor, provided:

- (1) The Grantee, Water District No. 90, will restore Grantors property to a condition as good as or better than the premises were prior to entry by the Grantee, Water District No. 90;
- (2) The District will exercise its best efforts not to damage any private improvements on the easement herein, but if it does so, it shall repair and/or replace said improvements;
- (3) Restoration, replacement, and repair shall be completed within 90 days of the date of any entry by the District and said restoration, replacement, or repair will be of a quality and/or quantity that is comparable or better than existed prior to the Grantee's, District's, entry upon the easement.
- (4) The above set forth conditions shall apply not only to the initial construction but also to any re-entry by the Water District that becomes necessary for repair and maintenance of the water line on said easement.
- (5) Any damage and/or removal of any ornamental tree, shrub, fence, or rockery shall be replaced within the aforementioned 90 day period by the District.

The Grantor shall retain the right to use the surface easement if such use does not interfere with the installation, repairing, altering or reconstructing of the water main. PROVIDED, the Grantor shall not erect buildings or structures of a permanent nature on the easement during the existence of said easement.

The easement, during its existence, shall be a covenant running with the land and shall be binding on the successors, heirs, and assigns of both of the parties hereto.

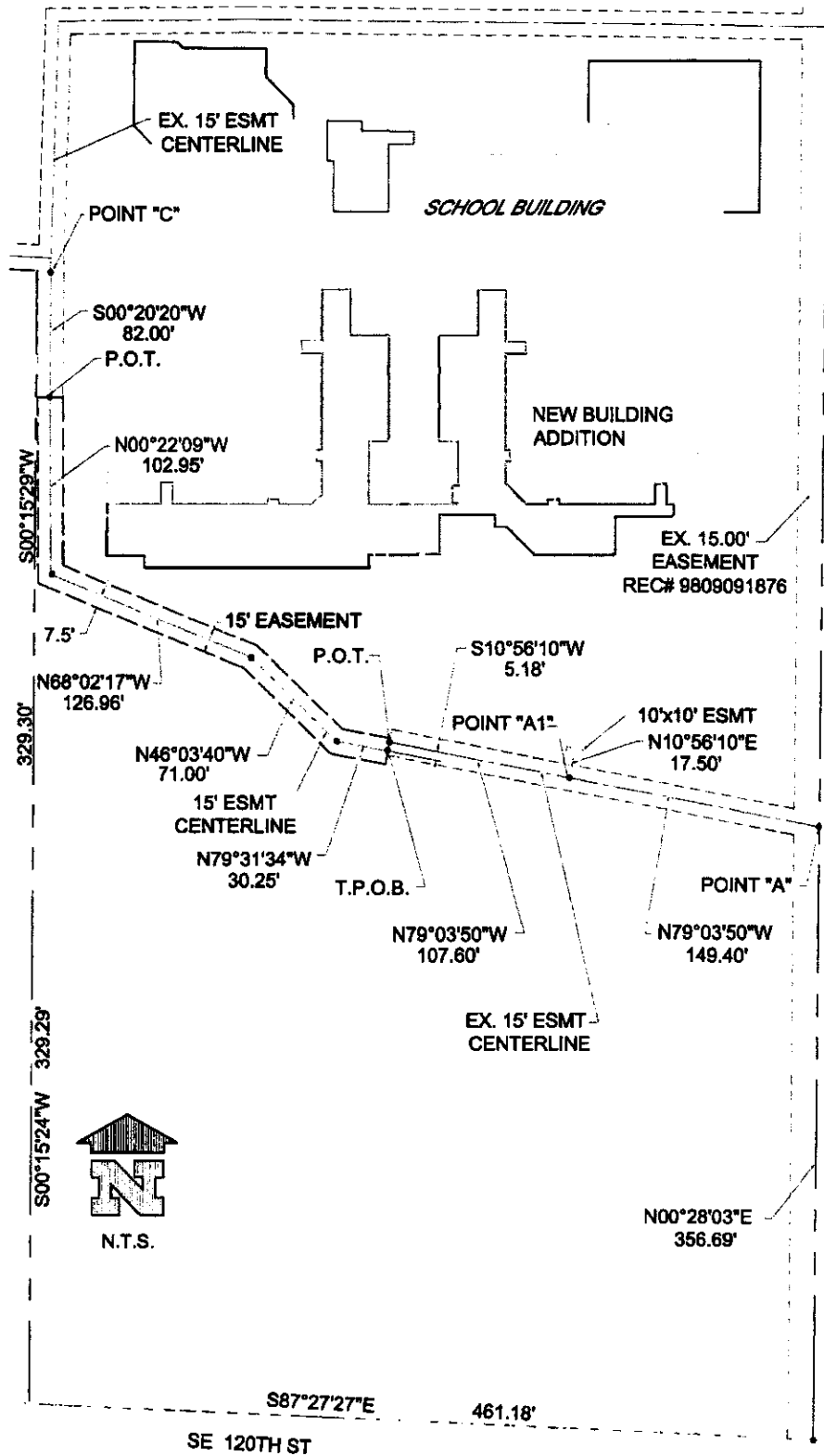


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