



**King County**

**Metropolitan King County Council  
Budget and Fiscal Management Committee**

**Agenda Item No.:**         6                              **Date:**         December 6, 2011        

**Proposed No.:**         2011-0424                              **Prepared By:**         Patrick Hamacher        

**STAFF REPORT**

**SUBJECT:**

Transfer of an easement from King County to the Cedar River Water and Sewer District.

**BACKGROUND:**

In 2004, King County acquired a construction easement and permanent maintenance easement for the construction of a sewer pipeline and access manholes on property owned by the Fairwood Golf and County Club. The County is now proposing to transfer that easement to the Cedar River Water and Sewer District (CRWSD) as they are the current operators of that segment of water line until it connects to the regional conveyance system. Proposed Ordinance 2011-0424 would authorize the Executive to execute that transfer.

**ANALYSIS:**

In 2003 the County began negotiating with the Fairwood Golf and County Club (FGCC) to access their property for the purpose of expanding the regional wastewater conveyance system. For public health purposes, the County needed to access this land and build a section of sewer pipe.

In early 2004, negotiations concluded and the County was awarded an easement in exchange for approximately \$120,000 in payments made to FGCC for inconvenience and disturbance to their property.

At this time, the County is proposing to transfer this easement to CRWSD as the local operator of the line, in exchange for an in-king assignment of easement on a different section of pipe from CRWSD to King County.

This item has been reviewed by the Council's Legal Counsel who raised no issues.

**REASONABLENESS:**

Proposed Ordinance 2011-0424 is a relatively straightforward matter that appears to appropriately match the County's role as the regional conveyance system operator and the CRWSD's role as the local operator. As such, adoption would constitute a reasonable business decision.

**INVITED:**

- Sharman Herrin, Government Relations Administrator, WTD
- Bill Wilbert, Regulatory Compliance and Land Acquisition Services Supervisor, WTD

**ATTACHMENTS:**

1. Proposed Ordinance 2011-0424 with attachment
2. Fiscal Note
3. Transmittal Letter dated October 19.2011



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 5, 2011**

**Ordinance**

**Proposed No.** 2011-0424.1

**Sponsors** Lambert

1 AN ORDINANCE authorizing the King County executive  
2 to transfer and assign an easement to the Cedar River water  
3 and sewer district.

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 **SECTION 1. Findings:**

6 A. In 2004, King County acquired a utility easement from the Fairwood Golf and  
7 Country Club in Renton, Washington, to install and construct a wastewater interceptor  
8 pipeline together with all connections, manholes and appurtenances thereto as part of the  
9 Fairwood Interceptor project.

10 B. The Cedar River water and sewer district ("the district") operates and  
11 maintains a local sewage collection system which includes the area of the Fairwood Golf  
12 and Country Club. The district's local sewer collection system also includes a separate  
13 wastewater pipeline referred to as Trunk D which connects the district's sewer collection  
14 system in Fairwood to the county's Madsen Creek Interceptor pipeline.

15 C. King County and the district believe that it is in the best interest of their  
16 respective ratepayers that King County formally transfer to the district the ownership and  
17 responsibility for that portion of the county's wastewater interceptor pipeline located in  
18 the Fairwood Golf and Country Club property together with an assignment of the utility  
19 easement for that portion of the interceptor pipeline.

20           D. Pursuant to K.C.C. 4.56.115, the King County executive is authorized to grant  
21 or assign utility easements necessary for utility purposes other than to serve county  
22 property so long as the utility easements will not interfere with or hinder the use of the  
23 property and so long as the grant of utility easements is first approved by the council.

24           E. Pursuant to K.C.C. 4.56.140, the county may dispose of county real property  
25 interests to another governmental agency by direct negotiation, upon such terms as may  
26 be agreed upon and for such consideration as may be deemed by the county to be  
27 adequate.

28           SECTION 2. The King County executive is hereby authorized to execute the  
29 grant, conveyance and assignment of utility easement in substantially the same form as

30 Attachment A to this ordinance in favor of the district for that portion of the interceptor  
31 pipeline described in Attachment A to this ordinance.  
32

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

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Larry Gossett, Chair

ATTEST:

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Anne Noris, Clerk of the Council

APPROVED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** A. Assignment of Easement

When Recorded Mail To:

Cedar River Water and Sewer District  
PO Box 1040  
Maple Valley, WA 98038

**ASSIGNMENT OF EASEMENT**

Grantor(s): King County a political subdivision of the State of Washington  
Grantee(s): Cedar River Sewer and Water District, a municipal corporation of the State of Washington

Legal Description (abbr): NE ¼ of SW ¼ Sec. 26, Twn 23N, R5E  
Assessor’s Tax Parcel No.: 247337-2840-01  
Related Recording: 20040324000914

FOR VALUABLE CONSIDERATION and other mutual benefits, the receipt and sufficiency of which is hereby acknowledged, King County, a political subdivision of the State of Washington, (“Grantor” and “Assignor”) hereby grants, conveys and assigns to the Cedar River Water and Sewer District, a municipal corporation of the State of Washington (“Grantee” and “Assignee”), all of Assignor’s right, title and interest in that certain Utility Easement (“Utility Easement”) granted to King County by Grantor, Fairwood Golf and Country Club, recorded on March 24, 2004 under Recording Number 20040324000914, records of King County, Washington.

The Assignee, by execution hereof, hereby accepts this assignment and agrees to perform the terms of the Utility Easement commencing on the date of this assignment.

Dated this \_\_\_ day of \_\_\_\_\_, 2010.

ASSIGNOR/GRANTOR: King County

By: \_\_\_\_\_  
Its Manager, Environmental and Community Services

Dated this \_\_\_ day of \_\_\_\_\_, 2010.

ASSIGNEE/GRANTEE: Cedar River Water and Sewer District

By: \_\_\_\_\_  
Its \_\_\_\_\_

State of Washington  
County of King

I certify that I know or have satisfactory evidence that Gregory M. Bush is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager, Environmental and Community Services of KING COUNTY to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: .....

.....  
(Signature)

(Seal or stamp)

.....  
Title  
My appointment  
expires .....

State of Washington  
County of King

I certify that I know or have satisfactory evidence that \_\_\_\_\_ (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.) of CEDAR RIVER WATER AND SEWER DISTRICT, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: .....

.....  
(Signature)

(Seal or stamp)

.....  
Title  
My appointment  
expires .....

After recording return document to:

KING COUNTY  
Department of Natural Resources and Parks  
Wastewater Treatment Division  
201 South Jackson, Suite 503  
Seattle, Washington 98104-3855



20040324000914

KCG EAS 0.00  
PAGE 001 OF 006  
03/24/2004 11:57  
KING COUNTY, WA

### UTILITY EASEMENT

Document Title: Utility Easement  
Grantor: Fairwood Golf and County Club  
Grantee: King County Wastewater Treatment Division  
Abbreviated Legal Description: NE 1/4 OF SW 1/4 SEC. 26, TWN 23N, R5E.  
Assessor's Tax Parcel Nos.: 247337-2840-01  
Project: Fairwood Interceptor/Madsen Creek

The undersigned Grantor(s), Fairwood Golf and County Club, a Washington non-profit corporation, their heirs, successors and assigns (hereinafter together referred to as "Grantor(s)"), for and in consideration of Two Thousand Two Hundred Dollars (\$2,200), and other valuable considerations, the receipt of which is hereby acknowledged, hereby convey and grant to KING COUNTY, Wastewater Treatment Division, a political subdivision of the State of Washington, its successors and assigns (hereinafter together referred to as "COUNTY"), a permanent easement, over, across, along, in, upon, and under the following described property:

Tract "D", Fairwood Park Division 8, According to the Plat thereof, recorded in Volume 85 of Plats, Pages 77 Through 84, in King County, Washington. Said property hereinafter referred to as "Property". See Exhibit "A" attached hereto and incorporated herein by reference for a drawing of the easement. See Exhibit "C" attached hereto and incorporated herein by reference for a complete legal description of the easement.

Said easement being for the purpose of installing, constructing, re-constructing, operating, maintaining, removing, repairing, replacing and using a sewer interceptor with all connections, manholes and appurtenances thereto, together with the right of ingress to and egress from said described Property for the foregoing purposes.

EXCISE TAX NOT REQUIRED  
King County Records Division

BY: [Signature]



Grantor does further convey and grant to the COUNTY a temporary construction easement for all purposes during the construction of said facilities over, across, along, in, upon and under the following described property:

See Exhibit B attached hereto and incorporated herein by reference.

COUNTY shall accomplish work with, as little inconvenience to the owner(s), or nearby resident(s) as is possible. COUNTY shall install temporary fencing, to secure the operation from unauthorized access. COUNTY will have on the site, a person delegated to supervise the operations.

The Grantor(s) hereby and the COUNTY, by accepting and recording this easement, mutually covenant and agree as follows:

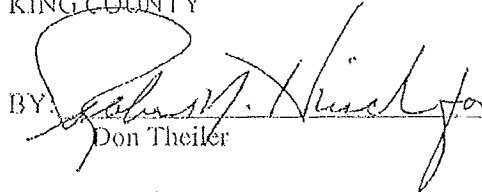
1. COUNTY shall, upon completion of any construction of any facilities described herein, remove all debris and fill all pits and trenches to within one foot of existing grade. County shall pay Grantor One Hundred Eighteen Thousand and Seventy Seven Dollars (\$118,077) as total compensation for all restoration to disturbed areas as delineated in Exhibit A and B.
2. COUNTY shall, if the above described property is disturbed by the maintenance, removal, repair or replacement of the facilities specified herein, restore the surface of the above described property as nearly as possible to the condition in which it existed at the commencement of said maintenance, removal, repair or replacement.
3. COUNTY shall, except for negligence on the part of Grantor(s), their heirs, successors and assigns, protect and save harmless Grantor(s) from any and all claims, demands, loss, damage, expense and liability of every kind and description including personal injury and for any damage to or loss or destruction of property whatsoever suffered by Grantor(s), their heirs successors and assigns, or by any persons, firms or corporations, because of the construction and/or maintenance of said facilities.
4. All right, title, and interest that may be used and enjoyed without interfering with the easement rights herein conveyed are reserved to the Grantor(s).
5. Payment for the temporary construction easement shall be made at a rate Four Hundred and Six Dollars (\$406) per day for a 42-day period, or Seventeen Thousand and Fifty Two Dollars (\$17,052) for the 42-day period or fraction thereof that said temporary construction easement area is in actual use by COUNTY. The term "actual use" as used herein shall be construed to include only the period from the start of construction of said sewer line in the above described temporary construction easement area until completion thereof. County shall pay an increased daily rate for time beyond the 42-day period of \$700 per day. County shall not be responsible for restoration of Grantors property other than described in items 1 and 2 above.

DATED this day of March, 2004.

By:   
Mark Granberg  
Its: General Manager & Director of Golf

ACCEPTED BY:

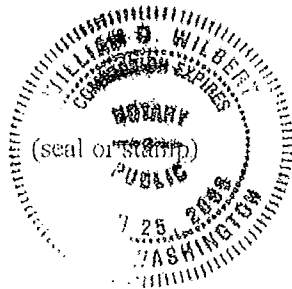
KING COUNTY

BY:   
Don Theiler

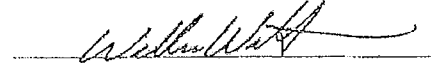
Its: Division Director  
Wastewater Treatment Division  
Department of Natural Resources and Parks

STATE OF WASHINGTON }  
COUNTY OF King } ss

I certify that I know or have satisfactory evidence that Mark Granberg signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the General Manager & Director of Golf of The Fairwood Golf & Country Club to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated 17th March 2004

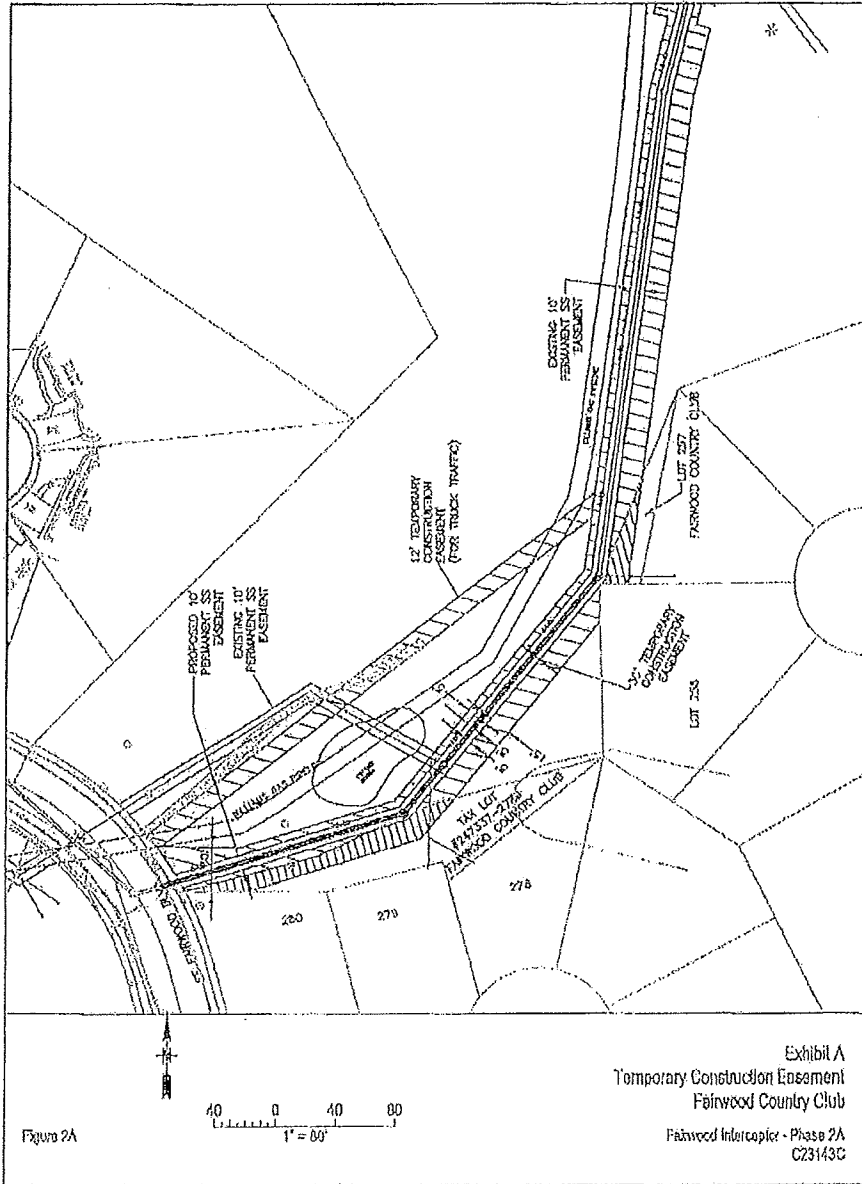
  
Signature of Notary Public  
William D. Wilbert

Title: Real Property Agent IV  
Seattle Real Estate Association

My appointment expires: 25 March 2006

STATE OF WASHINGTON }  
COUNTY OF King } ss

EXHIBIT A



**EXHIBIT B**

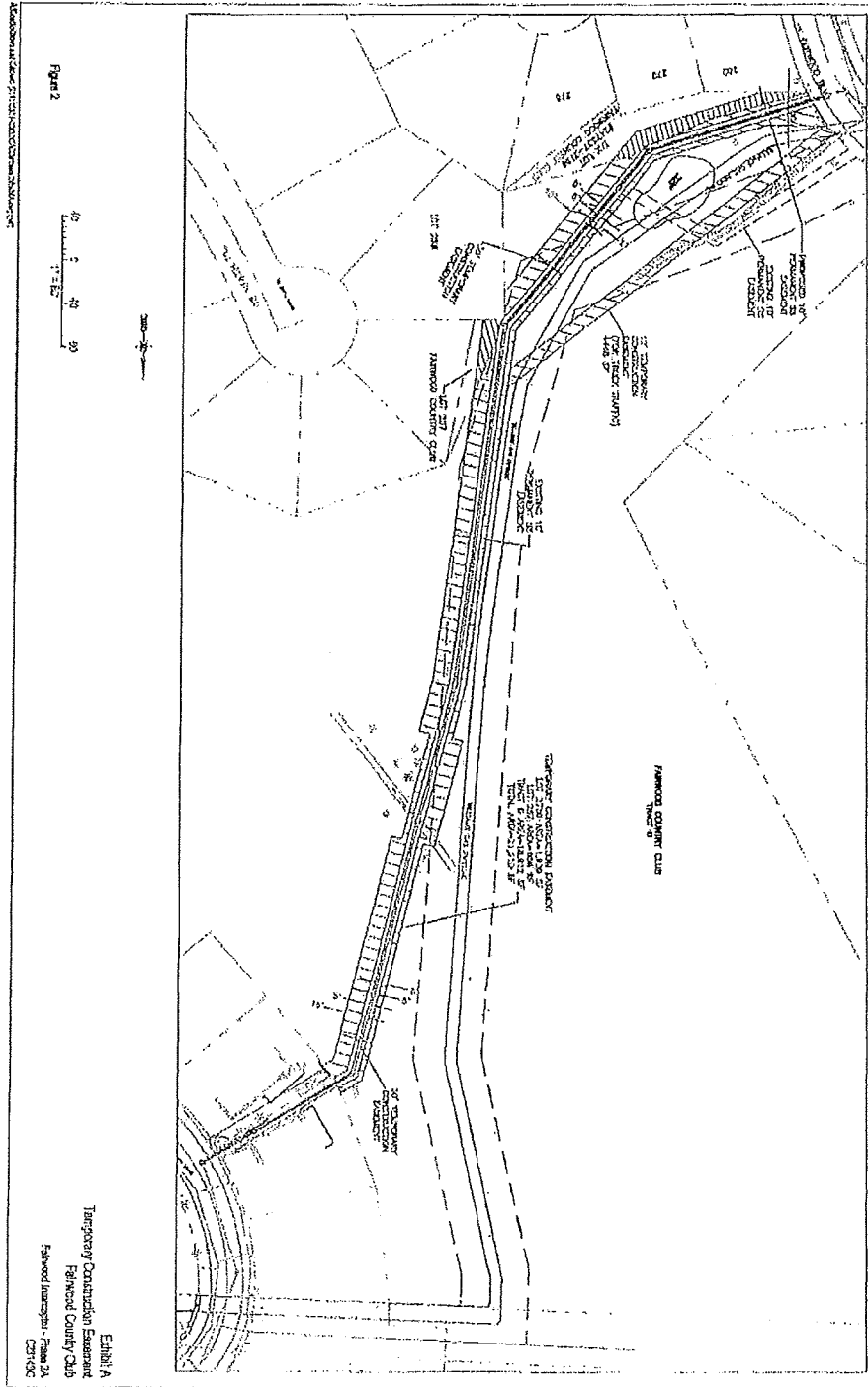


Exhibit A  
 Temporary Construction Easement  
 Falmouth County Club  
 Falmouth, Massachusetts - Phase 2A  
 03/11/00

**EXHIBIT C**  
**FAIRWOOD INTERCEPTOR**  
**SANITARY SEWER PERMANENT EASEMENT**  
**LEGAL DESCRIPTION**

A strip of land being a portion Tract "D" of Fairwood Park Division 8, according to plat thereof recorded in Volume 85 of Plats, Pages 77 to 84, Records of King County, Washington. Said strip of land being 10.00 feet in width, lying 5.00 feet on both sides of the following described centerline:

Commencing at the corner common to Lots 231, 232, and Tract "D" of Fairwood Park Division 8, according to plat thereof recorded in Volume 85 of Plats, Pages 77 to 84, Records of King County, Washington;  
Thence northwesterly along the easterly line of Tract "D", North 21°00'00" West 7.11 feet to the point of beginning;  
Thence South 59°21'33" West 16.67 feet;  
Thence South 14°16'49" West 239.30 feet;  
Thence South 14°19'07" West 128.26 feet;  
Thence South 07°39'47" West 332.17 feet;  
Thence South 38°51'59" West 163.33 feet;  
Thence South 39°00'21" West 43.00 feet;  
Thence South 72°52'57" West 155.89 feet to a point on the northeasterly margin of S.E. Fairwood Boulevard, being a point on a curve having a radius of 229.00 feet, said point being an arc distance of 7.66 northerly along said curve, from the common point of Lot 280, Tract "D" of said Plat and the northeasterly margin of said Boulevard and the terminus of this description;

Situate in the County of King, State of Washington  
Containing 10,786 square feet, more or less.

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**FISCAL NOTE**

Ordinance/Motion No. 2011-XXXX  
 Title: Mutual transfer of assets between King County and Cedar River Water and Sewer District, a portion of Fairwood Interceptor for a portion of Trunk D  
 Affected Agency and/or Agencies: Wastewater Treatment Division, Department of Natural Resources and Parks  
 Note Prepared By: Kevin Yokoyama  
 Note Reviewed By: Tammy Kilgore

Impact of the above legislation on the fiscal affairs of King County is estimated to be:

**Revenue:**

Fund/Agency	Fund Code	Revenue Source	2011	2012	2013	2014
WTD -Wastewater Capital Fund	4616	Bond Proceeds	0	0	0	0
TOTAL			0	0	0	0

**Expenditures:**

Fund/Agency	Fund Code	Department Code	2011	2012	2013	2014
WTD -Wastewater Capital Fund	4616	Bond Proceeds	0	0	0	0
TOTAL			0	0	0	0

**Expenditures by Category**

	2011	2012	2013	2014
Salaries & Benefits	-	-	-	-
Supplies and Services	-	-	-	-
Capital Outlay	0	0	0	0
Other	-	-	-	-
TOTAL	0	0	0	0

Assumptions: No funds will be exchanged between entities. If approved, the ordinance transfers from King County to the Cedar River Water and Sewer District, via bill of sale and assignment of easement, ownership of a portion of the Fairwood Interceptor. The Cedar River Water and Sewer District agrees, via bill of sale and partial assignment of easement, to transfer ownership of a portion of Trunk D to King County.

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October 19, 2011

The Honorable Larry Gossett  
Chair, King County Council  
Room 1200  
C O U R T H O U S E

Dear Councilmember Gossett:

This letter transmits an ordinance authorizing the execution of the assignment of an easement in favor of the Cedar River Water and Sewer District (the district) to facilitate the district's ownership and maintenance of certain wastewater facilities in the Fairwood Golf and Country Club. King County and the district determined that the district was the most appropriate entity to own and maintain the facilities, and the ordinance fulfills County contractual obligations under an agreement entered into between the County and the district in 2003.

Because the value of the utility easement transferred from the Wastewater Treatment Division to the district is more than \$100,000, King County Council approval by ordinance is required under King County Code.

This ordinance furthers the King County Strategic Plan by helping to safeguard the environment by improving wastewater conveyance lines that are important to water quality.

If you have any questions or need more information, please feel free to contact Pam Elardo, P.E., Division Director of the Wastewater Treatment Division in the Department of Natural Resources and Parks, at 206-684-1236, or at [pam.elardo@kingcounty.gov](mailto:pam.elardo@kingcounty.gov).

The Honorable Larry Gossett

October 13, 2011

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Thank you for your consideration of this matter. I recommend that the Council approve this ordinance.

Sincerely,

Dow Constantine  
King County Executive

Enclosures

cc: King County Councilmembers

ATTN: Cindy Domingo, Acting Chief of Staff

Mark Melroy, Senior Principal Legislative Analyst,  
BFM Committee

Anne Noris, Clerk of the Council

Dwight Dively, Director, Office of Performance, Strategy and Budget

Carrie Cihak, Chief Advisor of Policy and Strategic Initiatives, King County  
Executive Office

Christie True, Director, Department of Natural Resources and Parks (DNRP)

Pam Elardo, P.E., Division Director, Wastewater Treatment Division, DNRP