

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 13-2-6D

RESOLUTION AUTHORIZING MODIFICATION OF THE DISTRICT'S STANDARD UTILITY EASEMENT AGREEMENT WITH SEGALE PROPERTIES LLC, RELATING TO THE TUKWILA SOUTH PROJECT DEVELOPMENT AREA

WHEREAS, the District and Segale Properties LLC, entered into a Developer Agreement for construction of the Tukwila South Area on May 27, 2010; and

WHEREAS, Section 2.7 of the Agreement stated the District would "terminate and release" those easements for water lines replaced by the project and Segale shall grant to the District an easement pursuant to an instrument substantially similar to the standard easement form used by the District; and

WHEREAS, the District's and Segale's legal counsel have developed mutually agreeable easement language for use in the Tukwila South Development; and

WHEREAS, District staff have reviewed the language and desire to use it for future development in the Tukwila South Area; and

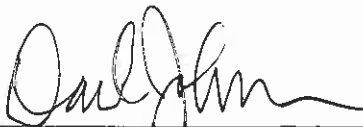
WHEREAS, the General Manager, District Engineer and legal counsel have reviewed the revised Utility Easement Agreement and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED:

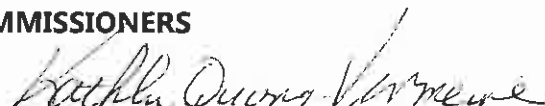
1. The General Manager or designee is authorized to execute the revised Utility Easement Agreement with Segale Properties LLC, for the Tukwila South Project Development area.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an Open Public Meeting held this **6th** day of **February 2013**.

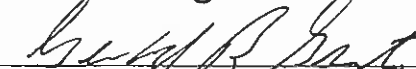
BOARD OF COMMISSIONERS



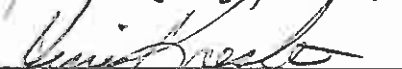
Daniel Johnson, President



Kathleen Quong-Vermeire, Secretary



Gerald R. Guite, Commissioner



Vince Koester, Commissioner



George Landon, Commissioner

**HIGHLINE WATER DISTRICT
UTILITY EASEMENT**

ATTACHMENT 1

The Grantor, Segale Properties LLC, a Washington limited liability company, grants and conveys to Highline Water District, King County, Washington, a municipal corporation, Grantee, its successors and assigns, an easement and right-of-way ("Easement") over, through, under, across, upon and in the following-described real property & situated in the City of Tukwila, King County, Washington (the "Property"), to-wit:

The Property and the Easement more particularly legally described and depicted on **Exhibits A and B**, respectively, attached hereto and incorporated herein in full by this reference.

for the construction, operation, maintenance, repair and replacement of a water pipeline and appurtenances thereto, together with all rights of ingress and egress to and from the Easement for all purposes necessary and related thereto;

Grantee and its agents, designees or assigns shall have the right, without prior institution of any suit or proceeding at law, and without prior notice to Grantor, at such time as Grantee deems necessary to enter upon the Property, by foot or vehicle, for the construction, operation, maintenance, repair and replacement of water facilities and appurtenances without incurring any legal obligation or liability therefore, provided that such shall be accomplished in a manner that existing private improvements shall not be disturbed or destroyed, or in the event that they are disturbed or destroyed they will be replaced or repaired, as nearly as is practicable, to as good a condition as they were immediately before the Property was entered upon by the Grantee.

All right, title and interest that may be used and enjoyed without interfering with the Easement rights herein conveyed are reserved to the Grantor. Subject to Grantee's prior written approval, such approval not to be unreasonably withheld, Grantor shall have the right to relocate the Easement and Grantee's water facilities therein to a location approved by Grantee at Grantor's sole cost and expense; provided, Grantor shall provide Grantee with a new easement for the relocated water facilities, and shall install such new water facilities pursuant to and in compliance with the terms and conditions of Grantee's developer extension agreement, including Grantee's applicable standard specifications and details for water extensions.

Grantor hereby agrees that no building, wall rockery, trees or structure of any kind (collectively "Obstructions") shall be erected or planted, nor shall any fill material be placed within the boundaries of the Easement area and no excavation shall be made within three feet of the water facilities within the Easement without Grantee's prior written approval, such approval not to be unreasonably withheld. Additionally, the surface level of the ground within the Easement area shall be maintained at the elevation existing at the time of the grant of this Easement unless a change in the surface level is approved in writing by Grantee. In the event that this provision is violated, the Grantee shall have the right to require removal of any such

Obstruction and same shall be accomplished within a reasonable period of time and at Grantor's sole cost and expense. Failure of Grantee to so exercise its right to require removal shall not constitute waiver of this right.

Grantor additionally grants to the Grantee, its agents, designees or assigns the use of such additional area immediately adjacent to the Easement area as shall be required for the construction, re-construction, maintenance and operation of said water service facilities. The use of such additional area shall be held to a reasonable minimum and be returned to its condition, as nearly as is practicable, existing immediately before the Property was entered upon by Grantee or its agents.

The covenants, terms and conditions contained in this Easement are intended to and shall run with the Property and shall be binding on Grantor and Grantee and their respective successors, heirs and assigns. Grantor warrants Grantor owns fee title to the Property and warrants to Grantee quiet enjoyment of the rights granted in this Easement, subject to any existing encumbrances of record. Upon its execution by the Grantor and Grantee, this Easement shall be recorded with the King County Department of Records and Elections, King County, Washington.

IN WITNESS WHEREOF, the Easement has been executed the day and year set forth below

SEGALE PROPERTIES LLC,
a Washington limited liability company

By Metro Land Development, Inc.
Its Manager

By: _____

Name: Mark A. Segale

Its: Vice President

Dated: _____

HIGHLINE WATER DISTRICT

By: _____

Name: Matt Everett

Its: General Manager

Dated: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this ____ day of _____, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark A. Segale, to me known to be the person who signed as Vice President of Metro Land Development, Inc., Manager of SEGALE PROPERTIES LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that Mark A. Segale was authorized to execute said instrument on behalf of the limited liability company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

Exhibit A

Legal Description of the Easement Area