

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 13-8-7B

RESOLUTION CREATING A STANDARD UTILITY EASEMENT FOR THE AFFECTED PROPERTY OWNERS RELATING TO THE ANGLE LAKE WATER MAIN REPLACEMENT (PROJECT 13-1A & B)

WHEREAS, the District endeavored Project 13-1A & B Angle Lake Water Main Replacement in the 2013 Capital Improvement Program to replace the existing water main along Angle Lake; and

WHEREAS, the project involves numerous private properties and will require the District to obtain new and/or replace existing easements; and

WHEREAS, the District desires to have a standard easement form to use for the project; and

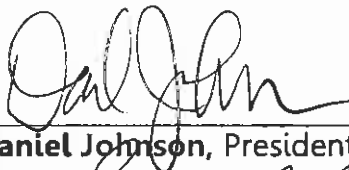
WHEREAS, the General Manager, District Engineer and Legal Counsel have reviewed the Easement for Water Lines form and recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED:

1. The General Manager or designee is authorized for easements required, to utilize the Easement for Water Lines document in substantial form, incorporated herein as Attachment 1, for Project 13-1A & B Angle Lake Water Main Replacement and the General Manager and Legal are authorized to make minor changes as necessary.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an Open Public Meeting held this **7th** day of **August 2013**.

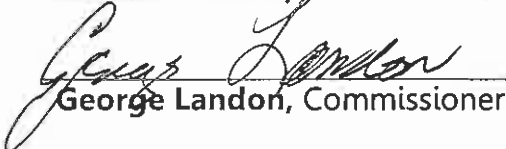
BOARD OF COMMISSIONERS



Daniel Johnson, President



Gerald R. Guite, Commissioner



George Landon, Commissioner

Kathleen Quong-Vermeire, Secretary

Vince Koester, Commissioner

Recording Requested By And
When Recorded Mail To:

ATTACHMENT 1

Highline Water District
23828 - 30th Avenue South
Kent, Washington 98032

DOCUMENT TITLE:	<i>EASEMENT FOR WATER LINES</i>
REFERENCE NUMBER OF RELATED DOCUMENT:	<i>Not Applicable</i>
GRANTOR(S):	
GRANTEE(S):	<i>HIGHLINE WATER DISTRICT</i>
ABBREVIATED LEGAL DESCRIPTION:	
ASSESSOR'S TAX / PARCEL NUMBER(S):	

EASEMENT FOR WATER LINES

The undersigned, _____ (“Grantor”), for and in consideration of good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby grants, conveys and warrants to Highline Water District, a municipal corporation in King County, Washington (“Grantee”), and its successors and assigns, an easement for water lines including water lines and appurtenances thereto (“Easement”) as follows:

1. Nature and Location of Easement. Grantor owns that certain real property legally described in **Exhibit “A”**, attached hereto and incorporated herein by this reference (the “Real Property”). The Easement granted by Grantor herein shall be a permanent non-exclusive easement for the benefit of Grantee over, upon, across, through and under a portion of the Real Property, such Easement as legally described on **Exhibit “B”** and as described and graphically depicted on **Exhibit “C”** attached hereto and incorporated herein by this reference, for the purposes of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, renewing, using and operating water lines, together with all facilities, connectors and appurtenances (“Water Lines”), including the right of ingress and egress thereto for said purposes.

2. Right of Entry. Grantee shall have the right, without notice and without prior institution of any suit or proceeding at law or equity, at all times as may be necessary to enter upon the Real Property to install, lay, construct, maintain, monitor, inspect, repair, remove, replace, renew, use and operate the Water Lines. Except for emergency situations and routine maintenance not requiring construction equipment onsite, Grantee shall reasonably endeavor to provide twenty four (24) hour written or verbal notice to Grantor prior to such entry. Grantee agrees to restore the Easement as nearly as reasonably possible to its condition prior to any material disturbance from construction, operation, maintenance, repair, or replacement of the Water Lines.

3. Encroachment/Construction Activity. Grantor shall not undertake, authorize, permit or consent to any construction or excavation including, without limitation, digging, tunneling, or other forms of construction activity on or near the Easement which might in any fashion unearth, undermine, or damage the Water Lines or endanger the lateral or other support of the Water Lines without Grantee's prior written approval. Grantor further agrees that no structure or obstruction including garages, walls, and rockeries shall be erected over, upon or within the Easement except in those locations where a structure existed prior to the execution of this Easement, and no trees shall be planted or maintained within the Easement, provided Grantor may use the surface of the Real Property within the Easement so long as such use does not interfere with the Easement, the exercise of the Grantee's easement rights granted herein or the Water Lines.

4. Indemnity. Grantee shall indemnify and hold Grantor harmless from and against any and all claims, demands, losses, damages, expenses and liabilities of every kind and description and for any damage to person or property suffered by Grantor caused by, relating to or arising out of Grantee's exercise of its rights under the Easement (collectively "Damages"); provided, however, that this indemnity and hold harmless shall not apply to the extent any Damages are caused by or arise out of Grantor's or a third party's negligence, or to injuries and damages resulting from or arising out of a violation of the provisions of Section 3 "Encroachment/Construction Activity" herein.

5. Binding Effect/Warranty of Title. This Easement and the covenants, terms and conditions contained herein are intended to and shall run with the Real Property and shall be binding upon Grantee and Grantor and their respective successors, heirs and assigns. Grantor warrants that Grantor owns fee title to the Real Property and warrants the Grantee title to and quiet enjoyment of the Easement.

6. Recording. Upon its execution, the Easement shall be recorded with the Department of Records and Elections, King County, Washington.

DATED this ____ day of _____, 2013.

GRANTOR(S)

By _____

By _____

(Print or type name(s))

Its _____
(Print or type position held)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this ____ day of _____, _____.

_____(Printed Name)
NOTARY PUBLIC in and for the State of
Washington.
My Commission Expires_____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act, for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this ____ day of _____, _____.

_____(Printed Name)
NOTARY PUBLIC in and for the State of
Washington.
My Commission Expires_____

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT

EXHIBIT C

DEPICTION OF EASEMENT

EXHIBIT A

SAMPLE

insert "Real Property" legal description – maintain 1-inch margins on all sides For example,

That portion of the South 125 feet of the East 318.5 feet of the S % of the SE '4 of the NE ' of the NE 'h of Section xx, Township yy North Range zz East, Willamette Meridian, in King County, Washington.

Or

Lot x of the Plat of xx recorded on Pages yyy to zzzz, Volume X of Plats, located in King County, Washington.

EXHIBIT B

SAMPLE

insert "Easement" legal description – maintain 1-inch margins on all sides insert legal description of access road, if applicable For example,

The water easement occupies that portion of the west half of the northeast quarter of the northeast quarter of Section xx, Township yy N, Range zz E, Willamette Meridian, in King County, Washington, known as Tax Lot No. - , lying within the area described as follows: Commencing at the southeast corner of said property, thence NO °48'12 "E for a distance of 15.00 feet, thence N89'32'3 "W for a distance of 161.61 feet, thence ... to the point of origin of this description.

The access road along the water easement occupies that portion of the west half of the northeast quarter of the northeast quarter of Section xx, Township yy N, Range zz E, Willamette Meridian, in King County, Washington, known as Tax Lot No. - , lying within the area described as follows:

Commencing at the southeast corner of said property, thence NO °48'12 "E for a distance of 12.00 feet, thence N89 °32'3 "W for a distance of 161.61 feet, thence ... to the point of origin of this description.

EXHIBIT C

SAMPLE

*insert description of "Easement" and access road (if applicable), together with a pictorial depiction of the location on the "Real Property" – maintain 1-inch margins on all sides
For example,*

The water easement is a 15-foot-wide easement along the southern boundary of the Real Property described in Exhibit A. A 12 foot wide gravel access road is centered on the water easement. A pictorial representation of the easement and access road, including hammerhead turnaround is attached



Agenda Item No.: 5.2

Agenda Date: 8/7/2013

Reviewed By: M.E.

Subject: Resolution creating a standard utility easement for the affected property owners relating to the Angle Lake Water Main Replacement (Project 13-1A & B)

CATEGORY	
Executive	<input type="checkbox"/>
Administrative	<input type="checkbox"/>
Engineering/Operations	<input checked="" type="checkbox"/>

FINANCIAL			
Expenditures?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Budgeted?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Amount: \$			<i>Not-to Exceed</i>

- ATTACHMENTS:
1. Resolution 13-8-7B
 2. Attachment 1 – Easement for Water Lines form

COMMENTS:

The General Manager, District Engineer and Legal Counsel have reviewed the Easement for Water Lines form and recommend approval of this resolution.