

**HIGHLINE WATER DISTRICT  
King County, Washington**

**RESOLUTION 13-8-7C**

**RESOLUTION CREATING A STANDARD TEMPORARY CONSTRUCTION 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 temporary construction easements; and

**WHEREAS**, the District desires to have a temporary construction easement form to use for the project; and

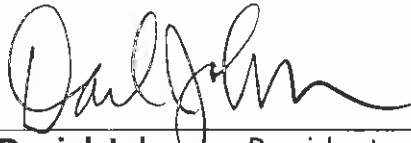
**WHEREAS**, the General Manager, District Engineer and Legal Counsel have reviewed the Temporary Construction Easement form and recommend approval of this resolution.

**NOW, THEREFORE, BE IT RESOLVED:**

1. The General Manager or designee is authorized to utilize the Temporary Construction Easement 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**.

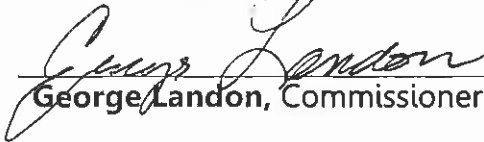
**BOARD OF COMMISSIONERS**



**Daniel Johnson**, President



**Gerald R. Guite**, Commissioner



**George Landon**, Commissioner



**Kathleen Quong-Vermeire**, Secretary



**Vince Koester**, Commissioner

TEMPORARY CONSTRUCTION EASEMENT

This agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between \_\_\_\_\_ (collectively "Grantor"), and Highline Water District, a municipal corporation ("Grantee") (individually a "Party" and collectively the "Parties") for the purposes set forth below.

1. Grantor, for and in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grant and convey to the Grantee and its agents and assigns, a temporary construction easement ("Temporary Construction Easement") to use and occupy the real property legally described on Exhibit A attached hereto and incorporated herein by this reference ("Real Property") for any and all purposes related to the construction and installation of utility lines and appurtenances for the Angle Lake Watermain Replacement Project ("Project"). The Temporary Construction Easement is legally described on Exhibit B and depicted on Exhibit C attached hereto and incorporated herein by this reference.

2. 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 for the purposes of exercising its rights under the Temporary Construction Easement.

3. Grantee shall indemnify and hold the 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 this Temporary Construction 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.

4. This Temporary Construction Easement, and all rights granted hereunder, shall terminate automatically and without notice upon the completion of the construction of the above-referenced Project or upon the \_\_\_\_ day of \_\_\_\_\_, 2014, whichever date is later.

5. Grantee, upon the completion of the construction and installation of such utility lines, shall restore the Real Property as nearly as reasonably possible to its condition prior to any such material disturbance from construction, operation, maintenance or repair of such utilities.

6. This Temporary Construction Easement and its terms and conditions shall be binding on the Parties and their respective successors, heirs and assigns. Grantor warrants that Grantor owns fee title to the Real Property and warrants the Grantee quiet enjoyment of the Temporary Construction Easement.

DATED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

GRANTOR(S):

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Print or type name(s))

\_\_\_\_\_  
(Print or type name(s))

Its \_\_\_\_\_  
(Print or type position held)

Its \_\_\_\_\_  
(Print or type position held)

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF KING      )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
Title \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF KING      )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
Title \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
Title \_\_\_\_\_  
My appointment expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of Highline Water District, a Washington municipal corporation to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public  
Title \_\_\_\_\_  
My appointment expires \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF REAL PROPERTY**

**EXHIBIT B**  
**LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT**

**EXHIBIT C**  
**DEPICTION OF TEMPORARY CONSTRUCTION EASEMENT**



Agenda Item No.: 5.3

Agenda Date: 8/7/2013

Reviewed By: M.E.

**Subject:** Resolution creating a standard temporary construction 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 13-8-7C
  2. Attachment 1 – Temporary Construction Easement form

**COMMENTS:**

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