

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 18-5-16E

RELEASE OF EASEMENT

YMCA OF GREATER SEATTLE - KING COUNTY RECORDING #20091221000519

WHEREAS, an easement for water pipeline exists upon a portion of the following described real property:

3595 S 188th St., SeaTac, WA

WHEREAS, on November 9, 2009, YMCA of Greater Seattle (Grantors) granted Highline Water District (Grantee) an easement for water pipeline, recorded in the records of King County, Washington under Recording No. 20091221000519, as described in Attachment-1, incorporated herein by this reference; and

WHEREAS, the YMCA of Greater Seattle granted said easement for water pipeline for the benefit of Highline Water District; and

WHEREAS, the grantor YMCA of Greater Seattle was not the property owner and it was found that this easement should have been granted by the City of SeaTac

WHEREAS, Grantee desires to relinquish said easement for water pipeline; and

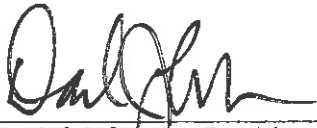
WHEREAS, Grantee has received a signed and executed replacement easement from the City of SeaTac, (the legal owner of the property). Said easement has been recorded with King County under recording no. 20180212001326.

NOW, THEREFORE, BE IT RESOLVED:

1. For valuable consideration, receipt of which is hereby acknowledged, Highline Water District (formerly King County Water District No. 75) (Grantee) hereby relinquishes, vacates, and quit claims all interest in said easement no. 20091221000519 for water pipeline
2. The General Manager or designee is authorized to execute the Release of said Easement 20091221000519 (Attachment-2) as described and incorporated herein.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **16th** day of **May 2018**.

BOARD OF COMMISSIONERS



Daniel Johnson, President



Kathleen Quong-Vermetre, Secretary



Todd Fultz, Commissioner



Vince Koester, Commissioner



George Landon, Commissioner

ATTACHMENT - 1

Return Address:

HIGHLINE WATER DISTRICT
P.O. BOX 3867
23828 30TH AVE. S.
KENT, WA 98032



20091221000519

HIGHLINE WATER EAS 67.00
PAGE-001 OF 006
12/21/2009 11:11
KING COUNTY, WA

Please print or type information WASHINGTON STATE RECORDER'S Cover Sheet (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document <u>must</u> be filled in)	
1. Utility Easement	
2.	
3.	
4.	
Reference Numbers (s) of Documents assigned or released: KC RECORDING # 3423049088	
Additional reference #'s on page Exhibit "A" of legal description	
Grantor(s) (Last name first, then first name and initials)	
1. YMCA of Greater Seattle	
2.	
<input checked="" type="checkbox"/> Additional names on page 2 of Utility Easement	
Grantee(s) (Last name first, then first name and initials)	
1. Highline Water District	
2.	
<input type="checkbox"/> Additional names on page _____ of document.	
Legal description (abbreviated: i.e. lot, block, plat or section, township, range)	
SW SEC 34-TWN 23-RNG 4	
<input checked="" type="checkbox"/> Additional legal is on pages _____ Exhibit "A" _____ of attached Legal Description.	
Assessor's Property Tax Parcel/Account Number	
<input checked="" type="checkbox"/> 3423049088	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

EXCISE TAX NOT REQUIRED

King Co. Records
By *[Signature]* Deputy

**HIGHLINE WATER DISTRICT
UTILITY EASEMENT**

The Grantor, YMCA of Greater Seattle, does hereby grant to Highline Water District, King County, Washington, a municipal corporation, Grantee, its successors and assigns, an easement and right-of-way over, through, under, across, upon and in the property described on Exhibit 1 and situated in the City of SeaTac, King County, Washington, for the construction, operation, maintenance, repair and/or replacement of a water pipeline and appurtenances thereto, together with all rights of ingress and egress to and from said 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 said property, by foot or vehicle, for the installation, repair, reconstruction or maintenance 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.

Grantor hereby agreed that no building, wall rockery, trees or structure of any kind shall be erected or planted, or shall any fill material be placed within the boundaries of said easement area. No excavation shall be made within three feet of said water service facilities, and the surface level of the ground within the easement area shall be maintained at the elevation as currently existing. In the event that this provision is violated, the Grantee shall have the right to require removal of any such structures and same shall be accomplished within a reasonable period of time and at Grantor's expense. Failure of Grantee to so exercise its right to required 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 said 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 existing immediately before the property was entered upon by the Grantee or its agents.

IN WITNESS WHEREOF, the Grantor has executed these presents on this 9th day of November, 2009.

GRANTOR
YMCA OF GREATER SEATTLE

By



Its Senior Vice President & CFO

03 1

Individual Acknowledgement

STATE OF WASHINGTON)

)SS

COUNTY OF KING)

On this 10th day of November, 2009, before me the undersigned, a Notary Public, personally appeared GLENN H. TSUGAWA, to me known to be the individual described in and who executed the within and foregoing instrument,

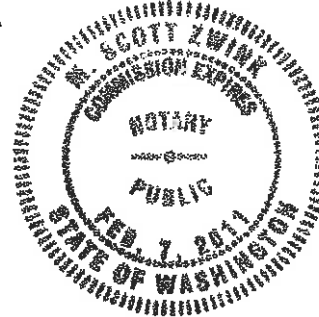
M. Scott Zwick
Signature of Notary

M. Scott Zwick
Print or stamp name of Notary

Notary Public for the State of Washington

Residing at SEATTLE

My appointment expires: 02-27-2011



THAT PORTION OF THE EAST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY WASHINGTON, EXCEPT THE SOUTH 709 FEET THEREOF; AND EXCEPT THE NORTH 40 FEET CONVEYED TO KING COUNTY FOR ROAD BY DEED RECORDED UNDER RECORDING NUMBERS 2522770, 5583611, 5279192 AND 8202180634; AND ALSO THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY WASHINGTON; EXCEPT THE NORTH 40 FEET FOR ROAD; SAID PORTION LYING WITHIN A 15 FOOT WIDE STRIP OF LAND, 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 23 NORTH, RANGE 4 EAST WITH THE SOUTH LINE OF THE NORTH 40 FEET OF SAID SUBDIVISION;

THENCE SOUTH 88°02'28" EAST 316.16 FEET ALONG THE SOUTH LINE OF SAID NORTH 40 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE;

THENCE SOUTH 07°41'32" WEST 39.28 FEET;

THENCE SOUTH 54°53'02" WEST 15.70 FEET;

THENCE SOUTH 01°34'08" WEST 26.32 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUING SOUTH 01°34'08" WEST 281.35 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE CONTINUING SOUTH 01°34'08" WEST 15.09 FEET;

THENCE SOUTH 46°15'19" WEST 9.20 FEET;

THENCE SOUTH 88°35'46" WEST 177.83 FEET;

THENCE NORTH 44°13'23" WEST 40.80 FEET;

THENCE NORTH 18°36'52" WEST 60.16 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C";

THENCE CONTINUING NORTH 18°36'52" WEST 6.48 FEET;

THENCE NORTH 49°22'32" WEST 25.53 FEET;

THENCE NORTH 12°08'24" WEST 40.18 FEET;

THENCE NORTH 01°16'47" EAST 150.69 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D";

THENCE CONTINUING NORTH 01°16'47" EAST 8.51 FEET;

THENCE NORTH 03°02'52" EAST 12.56 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "E";

THENCE CONTINUING NORTH 03°02'52" EAST 71.03' TO INTERSECT THE SOUTH LINE OF SAID NORTH 40 FEET AND THE TERMINUS OF THIS DESCRIBED CENTERLINE.

TOGETHER WITH A 15 FOOT WIDE STRIP OF LAND, 7.50 FEET ON EACH SIDE OF A CENTERLINE BEGINNING AT AFOREMENTIONED POINT "A";
THENCE NORTH 88°25'52" WEST 9.49 FEET TO THE TERMINUS OF THIS DESCRIBED CENTERLINE.



12112 115th Avenue NE Kirkland, Washington 98034-6623
425.821.8448 • 800.488.0756 • Fax 425.821.3481
www.triadassociates.net

Land Development Consultants

TOGETHER WITH A 15 FOOT WIDE STRIP OF LAND, 7.50 FEET ON EACH SIDE OF A CENTERLINE BEGINNING AT AFOREMENTIONED POINT "B";
THENCE NORTH 88°25'52" WEST 9.33 FEET TO THE TERMINUS OF THIS DESCRIBED CENTERLINE.

TOGETHER WITH A 15 FOOT WIDE STRIP OF LAND, 7.50 FEET ON EACH SIDE OF A CENTERLINE BEGINNING AT AFOREMENTIONED POINT "C";
THENCE NORTH 71°23'08" EAST 10.32 FEET TO THE TERMINUS OF THIS DESCRIBED CENTERLINE.

TOGETHER WITH A 15 FOOT WIDE STRIP OF LAND, 7.50 FEET ON EACH SIDE OF A CENTERLINE BEGINNING AT AFOREMENTIONED POINT "D";
THENCE SOUTH 88°43'13" EAST 30.84 FEET;
THENCE SOUTH 01°57'32" WEST 15.34 FEET TO THE TERMINUS OF THIS DESCRIBED CENTERLINE.

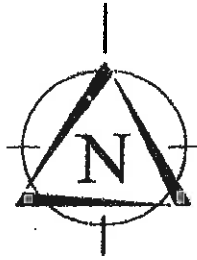
TOGETHER WITH A 15 FOOT WIDE STRIP OF LAND, 7.50 FEET ON EACH SIDE OF A CENTERLINE BEGINNING AT AFOREMENTIONED POINT "E";
THENCE SOUTH 86°57'08" EAST 30.73 FEET TO THE TERMINUS OF THIS DESCRIBED CENTERLINE.

THE SIDELINES OF SAID STRIPS TO BE EXTENDED OR DIMINISHED TO INTERSECT AT ALL ANGLE POINTS AND AT THE SOUTH LINE OF SAID NORTH 40 FEET.

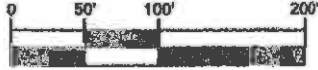


SEA-TAC YMCA
WATER LINE EASEMENT

TRIAD JOB # 08-106
SEPTEMBER 3, 2009

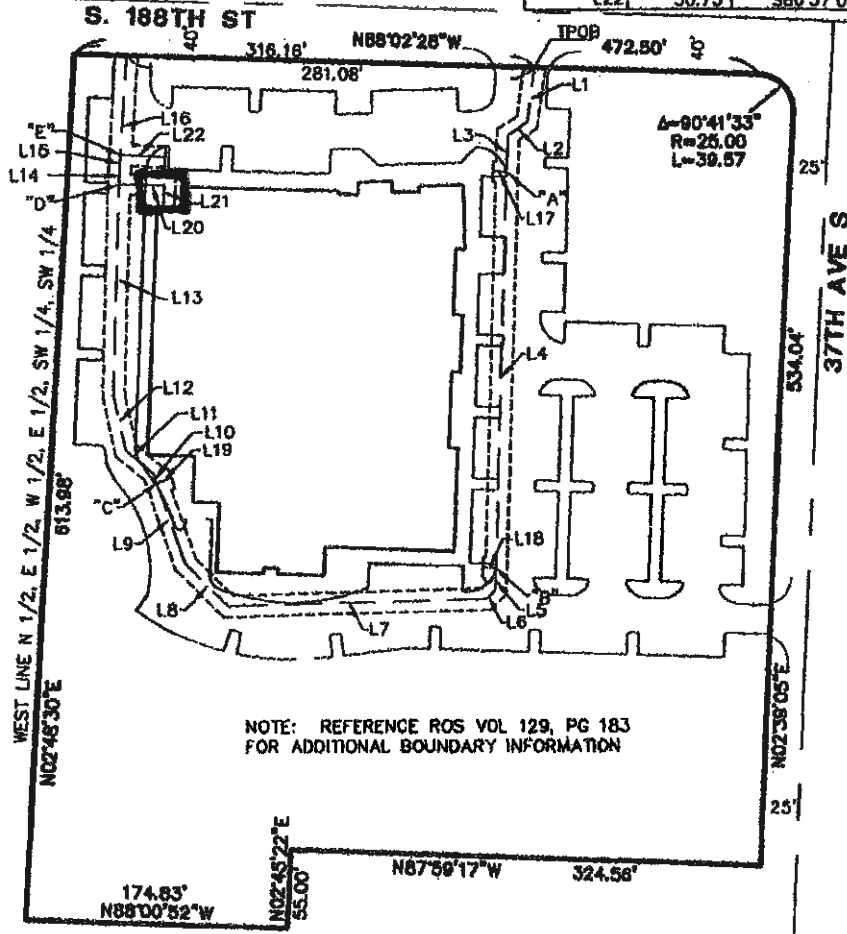


SCALE: 1" = 100'



POR S 34, TWP 23 N, R 4 E

LINE TABLE		
LINE	LENGTH	BEARING
L1	39.28'	S07°41'32"W
L2	15.70'	S54°53'02"W
L3	26.32'	S01°34'08"W
L4	281.35'	S01°34'08"W
L5	15.09'	S01°34'08"W
L6	9.20'	S46°18'19"W
L7	177.83'	S88°35'46"W
L8	40.80'	N44°13'23"W
L9	60.18'	N18°38'52"W
L10	6.48'	N18°38'52"W
L11	25.53'	N49°22'32"W
L12	40.18'	N12°08'24"W
L13	150.69'	N01°18'47"E
L14	8.51'	N01°18'47"E
L15	12.58'	N03°02'52"E
L16	71.03'	N03°02'52"E
L17	9.49'	N88°25'52"W
L18	9.33'	N88°25'52"W
L19	10.32'	N71°23'08"E
L20	30.84'	S88°43'13"E
L21	15.34'	S01°57'32"W
L22	30.73'	S88°57'08"E



EX-WA-090309.DWG



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Land Development Consultants

When Recorded Mail to:
Highline Water District
23828 30th Ave S
Kent, WA 98032

ATTACHMENT - 2

**HIGHLINE WATER DISTRICT
RELEASE OF EASEMENT**

GRANTORS: **YMCA of Greater Seattle**
GRANTEE: **Highline Water District**
Reference No. of Document Released: **20091221000519**

Highline Water District is the Grantee of an easement for water pipeline dated 11/9/2009, recorded under King County Recorder's No. 20091221000519

For value received, Highline Water District (formerly King County Water District No. 75) hereby quit claims its entire interest in said easement, subject to its rights in the easement recorded under King County Recorder's No. 20091221000519.

HIGHLINE WATER DISTRICT


By: _____
Title: Jeremy S Delmar, Engineering/Operations Manager
Date: _____

State of Washington)
) SS ACKNOWLEDGMENT
County of King) OF
) REPRESENTATIVE

I certify that I know or have satisfactory evidence that Matt Everett signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the General Manager of Highline Water District to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____ day of _____ 2018.

Notary Public, in and for the State of Washington,
Residing in _____
My appointment expires _____

Agenda Item No.: 5.5
Agenda Date: 05/16/18
Reviewed By: 

Subject: Release of Easement (King County Recording No. 20091221000519)
YMCA of Greater Seattle

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

FINANCIAL			
<i>Expenditures?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
<i>Budgeted?</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Amount: \$ _____			

ATTACHMENTS:

1. Resolution 18-5-16E
2. Attachment-1 Utility Easement #20091221000519
3. Attachment-2 Release of Easement

COMMENTS:

The Grantor, YMCA of Greater Seattle, was not the property owner and it was found that this utility easement agreement should have been granted by the City of SeaTac.

The District (Grantee) desires to relinquish said Easement for water pipeline.

Staff recommends approval of this resolution.