

**HIGHLINE WATER DISTRICT  
KING COUNTY, WASHINGTON**

**RESOLUTION 19-6-19B**

**RESOLUTION AUTHORIZING PURCHASE OF A TEMPORARY CONSTRUCTION EASEMENT AND A PERMANENT UTILITY EASEMENT WITH PIRAMCO SEA-TAC, INC. RELATING TO PROJECT 18-2 INTERNATIONAL BLVD AT SR509 ROAD IMPROVEMENTS**

**WHEREAS**, at the April 3, 2019 Board meeting, the Board authorized staff to negotiate terms for the necessary easements relating to Project 18-2; and

**WHEREAS**, the District negotiated the terms and prepared the necessary easements for real property located at 20717 International Blvd, SeaTac, WA; and

**WHEREAS**, Piramco Sea-Tac, Inc., the owner of the real property, has consented to provide the District with a Temporary Construction Easement (Attachment-1) and a Permanent Utility Easement (Attachment-2), incorporated herein by this reference; and

**WHEREAS**, the District will compensate Piramco Sea-Tac, Inc. (Grantor) \$498.00 per month for granting a temporary construction easement to the District to use and occupy a portion of real property for any and all purposes related to the construction and installation of water utility lines and appurtenances; and

**WHEREAS**, the Temporary Construction Easement shall terminate upon written notice from the District (Grantee) to Piramco Sea-Tac, Inc (Grantor) of the completion of the utility work construction, or 12/31/23, whichever date is earlier.

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

1. The Board of Commissioners authorizes the purchase of a Temporary Construction Easement for Project 18-2 in compliance with the terms set herein.
2. The General Manager or designee is authorized to purchase the permanent utility easement for \$1,762.50.
3. The General Manager or designee is authorized to execute the temporary construction easement and permanent utility easement documents.
4. The General Manager and Legal are authorized to make minor changes to the agreement if needed.

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held on this **19th** day of **June 2019**.

**BOARD OF COMMISSIONERS**

  
Kathleen Quong-Vermeire, President

  
Vince Koester, Secretary

  
Todd Fultz, Commissioner

  
Daniel Johnson, Commissioner

  
George Landon, Commissioner

## ATTACHMENT - 1

DOCUMENT TITLE:	TEMPORARY CONSTRUCTION EASEMENT
TITLE OF RELATED DOCUMENT:	EASEMENT FOR WATER LINES
GRANTOR(S):	PIRAMCO SEA-TAC, INC.
GRANTEE(S):	HIGHLINE WATER DISTRICT
ASSESSOR'S TAX/PARCEL NUMBER(S):	344500-0226

### TEMPORARY CONSTRUCTION EASEMENT

This agreement ("Agreement") is made this 13 day of June, 2019 by and between Piramco Sea-Tac, Inc., a corporation ("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 Four Hundred Ninety Eight dollars (\$498.00) per Month and for other good and valuable consideration, the receipt of which is hereby acknowledged, commencing on the Effective Date of this Agreement, hereby grant and convey to the Grantee and its agents and assigns, a temporary construction easement ("Temporary Construction Easement") to use and occupy a portion of 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 water utility lines and appurtenances ("Utility Work") for the Phase 1A SR 509 Completion Project ("Project"). The area of the Temporary Construction Easement is depicted on **Exhibit B** 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 including use of the access driveway from International Blvd. South.

3. Grantee shall indemnify, defend 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 upon written notice from Grantee to Grantor of the completion of the Utility Work construction for the above referenced Project, or December 31, 2023, whichever date is earlier.

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 Utility Work, provided, Grantee shall not be responsible for any restoration of work by third parties on the Real Property and within the Temporary Construction Easement.

6. This Temporary Construction Easement and its terms and conditions shall be binding on the Parties and their respective successors, heirs and assigns. This Temporary Construction Easement shall not be recorded against the Real Property unless the Grantor proposes to convey the Real Property to a third party prior to the termination of the Temporary Construction Easement as provided herein. Grantor shall notify the Grantee of any proposed conveyance of the Real Property at least sixty (60) days prior to any conveyance. Grantor warrants that Grantor owns fee title to the Real Property and warrants the Grantee quiet enjoyment of the Temporary Construction Easement.

7. This Agreement shall be effective on the later date it is signed by duly authorized representatives of both Parties ("Effective Date").

GRANTOR

PIRAMCO SEA-TAC, INC

By: Scott A. Brown

Printed Name: SCOTT A BROWN

Title: Authorized Agent

Date: 6/13/19

GRANTEE

HIGHLINE WATER DISTRICT

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WASHINGTON )

COUNTY OF KING )

ss.

I certify that I know or have satisfactory evidence that Scott A Brown is the person who appeared before me, and said person acknowledged that he/she signed this instrument as the Authorized Agent of PIRAMCO SEA-TAC, INC., 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 13<sup>th</sup> day of June, 2019.



Randall C Neal  
\_\_\_\_\_  
Randall C Neal (Printed Name)  
NOTARY PUBLIC in and for the State of Washington  
My Commissioner Expires 8/17/2019

STATE OF WASHINGTON )

COUNTY OF KING )

ss.

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 as the \_\_\_\_\_ of HIGHLINE WATER DISTRICT, 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)  
NOTARY PUBLIC in and for the State of Washington  
My Commissioner Expires \_\_\_\_\_

**EXHIBIT A**  
**PARENT PARCEL**

**LEGAL DESCRIPTIONS:**

THAT PORTION OF TRACT 29, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF STATE ROAD NO. 1, AS DEEDED TO THE STATE OF WASHINGTON BY DEED, VOLUME 1280, PAGE 6, UNDER RECORDING NUMBER 2014203, WITH THE SOUTH LINE OF TRACT 29;  
THENCE NORTHERLY ALONG SAID ROAD 300 FEET;  
THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT 29 A DISTANCE OF 125.00 FEET;  
THENCE SOUTHERLY PARALLEL WITH SAID STATE ROAD NO. 1 A DISTANCE OF 300 FEET;  
THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID TRACT 29 A DISTANCE OF 125 FEET;

EXCEPT THE SOUTH 15 FEET FOR SOUTH 208<sup>TH</sup> STREET;

AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 8902080233;

AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20070913000358.

**EXHIBIT B**

**TEMPORARY WATER EASEMENT**

**LEGAL DESCRIPTIONS:**

THAT PORTION OF TRACT 29, HOMESTEAD PARK FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 88, IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF CENTERLINE OF INTERNATIONAL BOULEVARD (PACIFIC HIGHWAY SOUTH) (SR 99) (STATE ROAD NO. 1) AND THE CENTERLINE OF SOUTH 208<sup>TH</sup> STREET;

THENCE NORTH 06°04'59" EAST ALONG THE CENTERLINE OF INTERNATIONAL BOULEVARD 204.55 FEET;

THENCE WESTERLY AT A RIGHT ANGEL 50.00 FEET TO THE WESTERLY MARGIN OF INTERNATIONAL BOULEVARD AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING WESTERLY 10.00 FEET;

THENCE NORTHERLY PARALLEL WITH INTERNATIONAL BOULEVARD 28.35 FEET;

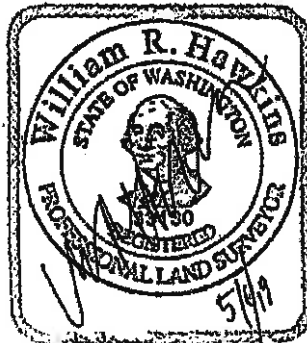
THENCE NORTH 16°25'00" WEST 70.55 FEET TO THE SOUTHERLY MARGIN OF THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20070913000358;

THENCE EASTERLY AT A RIGHT ANGLE TO INTERNATIONAL BOULEVARD 37.00 FEET RETURNING TO SAID WESTERLY MARGIN THEREOF;

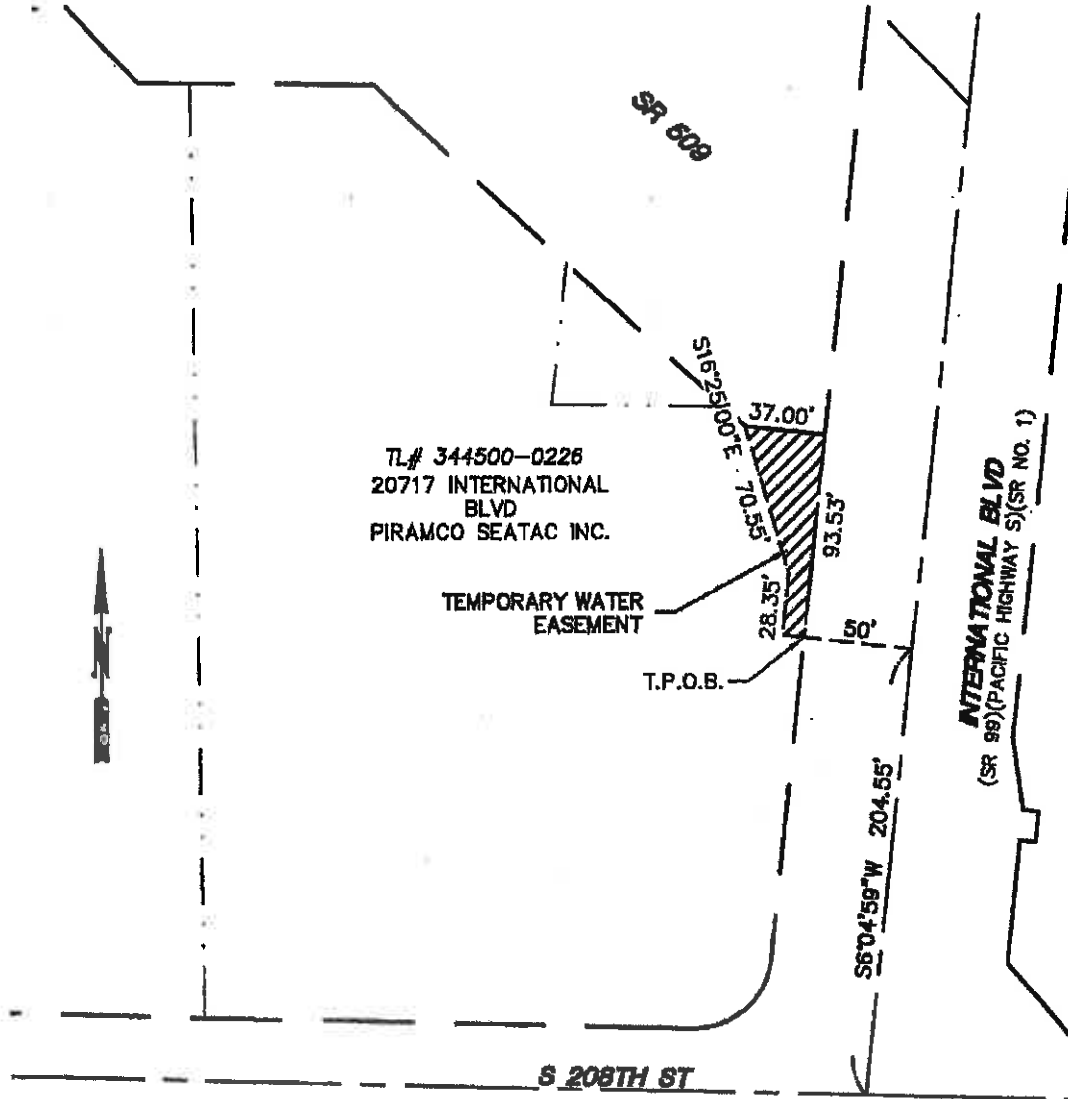
THENCE SOUTHERLY 93.53 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 1,815 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF SEATAC, KING COUNTY, WASHINGTON.



**EXHIBIT MAP**  
**TEMPORARY WATER EASEMENT**



11255 Kirkland Way, Suite 300  
 Kirkland, WA 98033  
 p. 425.827.2014 | f. 425.827.5043

Civil | Structural | Planning | Survey  
 paceengrs.com

SCALE: 1" = 80'    FILE: \18434-EXHIBIT.DWG    DATE: 4/30/19    PROJ. NO.: 18434.10

**HIGHLINE WATER DISTRICT  
UTILITY EASEMENT**

The Grantor, Piramco Sea-Tac, Inc., does hereby grant to Highline Water District, King County, Washington, a municipal corporation, Grantee, its successors and assigns, a non- exclusive easement and right-of-way over, through, under, across, upon and in the following- described property & situated in the City of SeaTac, King County, Washington, to-wit:

See Attached Exhibits A and B

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.

Grantee shall indemnify, defend 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 Utility 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.

Except as explicitly authorized herein, Grantor hereby agrees that no building, wall rockery, trees or structure of any kind shall be erected or planted, nor 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 structure 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 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 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 Grantee or its agents.





**EXHIBIT A**  
**PARENT PARCEL**

**LEGAL DESCRIPTIONS:**

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AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER KING COUNTY RECORDING NUMBER 20070913000358.

**EXHIBIT B**  
**WATER EASEMENT**

**LEGAL DESCRIPTIONS:**

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THENCE WESTERLY AT A RIGHT ANGEL 50.00 FEET TO THE WESTERLY MARGIN OF INTERNATIONAL BOULEVARD AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING WESTERLY 10.00 FEET;

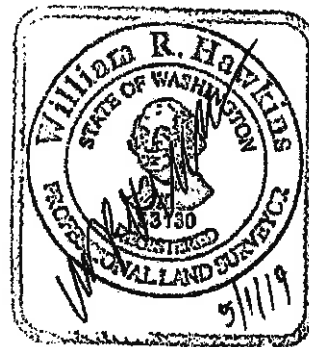
THENCE NORTHERLY PARALLEL WITH INTERNATIONAL BOULEVARD 15.00 FEET;

THENCE EASTERLY AT A RIGHT ANGLE 10.00 FEET RETURNING TO SAID WESTERLY MARGIN;

THENCE SOUTHERLY 15.00 FEET TO THE TRUE POINT OF BEGINNING.

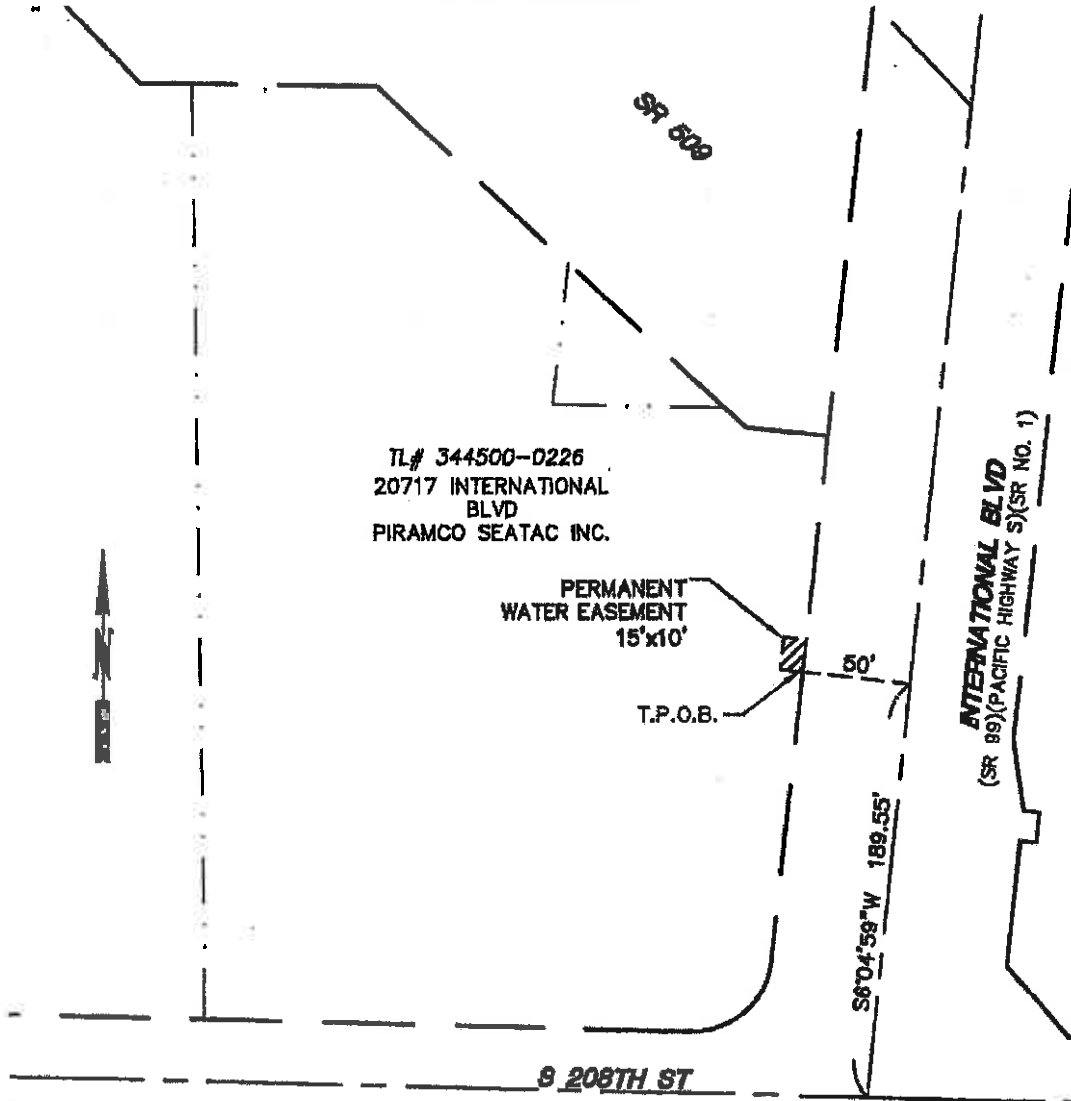
CONTAINING 150 SQUARE FEET.

SITUATE IN THE CITY OF SEATAC, KING COUNTY, WASHINGTON.



# EXHIBIT MAP

## WATER EASEMENT



An Engineering Services Company

11255 Kirkland Way, Suite 300  
Kirkland, WA 98033  
p. 425.827.2014 | f. 425.827.5043

Civil | Structural | Planning | Survey  
paceengrs.com

SCALE: 1" = 80' FILE: \18434--EXHIBIT.DWG DATE: 4/30/19 PROJ. NO.: 18434.10.

**Agenda Item No.:** 5.2  
**Agenda Date:** 06/19/19  
**Reviewed By:** [Signature]

**RE:** Authorize Purchase of a Temporary Construction Easement and Utility Easement (Project 18-2)  
Piramco Sea-Tac, Inc. (Grantor)

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 checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Estimated Amount:</i> \$ _____						Excludes sales tax

**ATTACHMENTS:**

1. Resolution 19-6-19B w/Attachment(s) 1 and 2

**COMMENTS:**

At the April 3, 2019 Board meeting, the Board authorized staff to negotiate terms for the necessary easements relating to Project 18-2.

Piramco Sea-Tac, Inc., the owner of the real property, has consented to provide the District with a Temporary Construction Easement and a Permanent Utility Easement.

The General Manager and District Engineer recommend approval of this resolution.