

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 20-2-19A

RESOLUTION OF THE BOARD OF COMMISSIONERS OF HIGHLINE WATER DISTRICT, KING COUNTY, WASHINGTON, GRANTING AN EASEMENT TO PUGET SOUND ENERGY FOR THE PURPOSE OF A COMMERCIAL LINE EXTENSIONS AT 21420 31ST AVE S, SEATAC, WASHINGTON, RELATING TO PROJECT 16-6 MANSION HILL PUMP STATION NO. 9

WHEREAS, Highline Water District ("District") owns certain real property located within the City of SeaTac, Washington, known as the Mansion Hill Tank Site; and

WHEREAS, Puget Sound Energy ("PSE") requires an easement from Highline Water District to construct, operate, maintain, repair, replace, improve, remove, and enlarge one or more utility systems for the purposes of transmission, distribution and sale of electricity for the Mansion Hill Pump Station No. 9; and

WHEREAS, the District and PSE have agreed on the terms and conditions of said easement as set forth in an "Easement" (Attachment-1), incorporated herein in full by this reference.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Highline Water District, King County, Washington, as follows:

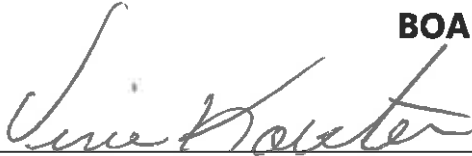
1. For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Highline Water District, a municipal corporation of the State of Washington ("Grantor" herein), hereby grants and conveys to Puget Sound Energy, Inc. a Washington Corporation ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along, across, and through the described real property in King County, Washington (Exhibit A), attached hereto and by this reference made a part thereof.
2. The Board of Commissioners authorizes the General Manager to sign the necessary paperwork to facilitate said easement.

**HIGHLINE WATER DISTRICT
KING COUNTY, WASHINGTON**

RESOLUTION 20-2-19A

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held the **19th** day of **February 2020**.

BOARD OF COMMISSIONERS



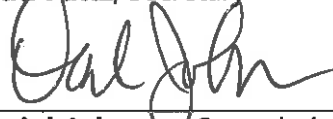
Vince Koester, President



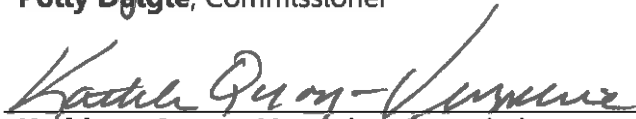
Todd Fultz, Secretary



Polly Dfigte, Commissioner



Daniel Johnson, Commissioner



Kathleen Quong-Vermeire, Commissioner

RETURN ADDRESS:

Puget Sound Energy, Inc.
Attn: ROW Department
PO Box 97034 / EST-06W
Bellevue, WA 98009-9734
Attn: AY



EASEMENT

REFERENCE #:
GRANTOR (Owner): **HIGHLINE WATER DISTRICT**
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
SHORT LEGAL: **PTN. OF NE ¼ SEC. 09, TWP 22 N., RNG. 04 E., W.M.K.C.**
ASSESSOR'S PROPERTY TAX PARCEL: **0922049235**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **HIGHLINE WATER DISTRICT**, A Municipal corporation, successor in interest to King County Water District No. 75 ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in King County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF PSE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

a. Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

b. Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. Trees Outside Easement Area. PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

4. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

5. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

6. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

7. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

8. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this _____ day of _____, 20_____.

OWNER:

HIGHLINE WATER DISTRICT, A Municipal corporation, successor in interest to King County Water District No. 75

By: _____
(signature)

(print name)

Its: _____
(title)

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person(s) who signed as _____, of **HIGHLINE WATER DISTRICT**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

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: _____

Notary seal, text and all notations must be inside 1" margins

EXHIBIT "A"
LEGAL DESCRIPTION
APN: 0922049235

THE NORTH 396 FEET OF THE WEST 3/4 OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF PRIMARY STATE HIGHWAY NO. 1, AS CONVEYED TO THE STATE OF WASHINGTON UNDER RECORDING NUMBER 5373956;

EXCEPT THE EAST 7.35 FEET OF THE NORTH 246.50 FEET THEREOF;

TOGETHER WITH THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING WESTERLY OF PRIMARY STATE HIGHWAY NO. 1, AS CONVEYED TO THE STATE OF WASHINGTON UNDER RECORDING NUMBER 5368599;

EXCEPT THE NORTH 246.50 FEET;

AND EXCEPT PORTION THEREOF AS CONVEYED TO THE STATE OF WASHINGTON, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED UNDER RECORDING NO 20070104000117.

Agenda Item No.: 5.1
Agenda Date: 02/19/20
Reviewed By: FD

Subject: Authorize Easement with Puget Sound Energy for Commercial Line Extensions
Project 16-6 Mansion Hill Pump Station No. 9

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:

- Attachment - 1: Easement with Exhibit A

COMMENTS:

Puget Sound Energy ("PSE") requires an easement from Highline Water District to construct, operate and maintain the power utility system for the Mansion Hill Pump Station No. 9.

Staff recommends approval of this resolution.