

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 19-11-6B

**RELEASE OF EASEMENT- KING COUNTY RECORDING #20060925000812
HIGHLINE SCHOOL DISTRICT NO. 401**

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

**19835 8th Ave S
North Hill Elementary**

WHEREAS, on August 4, 2006, Highline School District No. 401 (Grantors) granted Highline Water District (Grantee) an easement for water pipeline, recorded in the records of King County, Washington under Recording No. 20060925000812, as described in attachment incorporated herein by this reference; and

WHEREAS, the Highline School District No. 401 granted said easement for water pipeline for the benefit of Highline Water District; and

WHEREAS, the property for easement #20060925000812, has been redeveloped thus the easement is no longer required as a new easement has been granted and recorded under recording number 20190821000421; and

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

WHEREAS, Grantee has no interest in retaining the easement for future development.

NOW, THEREFORE, BE IT RESOLVED:

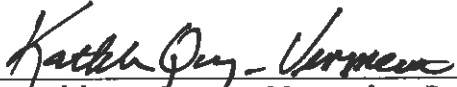
1. For valuable consideration, receipt of which is hereby acknowledged, Highline Water District (Grantee) hereby relinquishes, vacates, and quit claims to Highline School District No. 401 Grantor) or its successor all interest, if any, in said easement for water pipeline said easement being legally described in recorded easement #20060925000812, attached hereto and by this reference made a part hereof with the intention of permanently abandoning and terminating said easement for water pipeline.
2. The General Manager or designee is authorized to execute the Release of said Easement #20060925000812 as described and incorporated herein.

**HIGHLINE WATER DISTRICT
King County, Washington**

RESOLUTION 19-11-6B

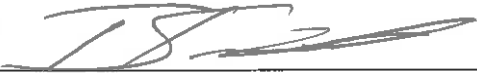
ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held this **6th** day of **November 2019**.

BOARD OF COMMISSIONERS

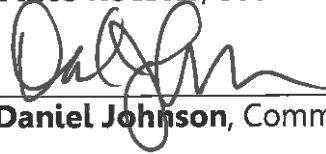


Kathleen Quong-Vermeire, President

Vince Koester, Secretary



Todd Fultz, Commissioner



Daniel Johnson, Commissioner



George Landon, Commissioner

Return Address:

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



20060925000812

HIGHLINE WATER EAS
PAGE 01 OF 07
09/25/2006 13:14
38.00
KING COUNTY, WA

ATTACHMENT 1

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 must be filled in)

1. Utility Easement
- 2.
- 3.
- 4.

Reference Numbers (s) of Documents assigned or released: 20050223900009

Additional reference #'s on page ___ Exhibit "B" ___ of document.

Grantor(s) (Last name first, then first name and initials)

1. Highline School District
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Grantee(s) (Last name first, then first name and initials)

1. Highline Water District
- 2.
- 3.
- 4.

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

NW Section 5, Township 22, Range 4, in the City of Des Moines, King County, WA

Additional legal is on page Exhibit "B" of document.

Assessor's Property Tax Parcel/Account Number KC RECORDING # 0522049087

Assessor Tax # not yet assigned.

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.

**HIGHLINE WATER DISTRICT
UTILITY EASEMENT**

The Grantor, Highline School District No. 41 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 following-described property & situated in the City of Des Moines, King County, Washington, to-wit:

North Hill Elementary School
19835 8th Avenue South

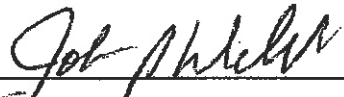
for the construction, operation, maintenance, repair and/or replacement of a water pipeline and appurtenances thereto, together with all rights of ingress and egress to and from said easement for all purposes necessary and related thereto;

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 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.

IN WITNESS WHEREOF, the Grantor(s) has (have) executed these presents this 4th day of August, 2006.



John P. Welch, Superintendent

Individual Acknowledgement

STATE OF WASHINGTON)
)SS
COUNTY OF KING)

On this 4th day of August, 2006, before me the undersigned, a Notary Public, personally appeared John P. Welch, to me known to be the individual or individuals described in and who executed the within and foregoing instrument, and acknowledged that it was signed as a free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Wanda R. Skoog
Signature of Notary
Wanda R. Skoog
Print or stamp name of Notary
Notary Public for the State of
residing at Burien
My appointment expires: 2-28-06

EXHIBIT "B"
WATERLINE EASEMENT

A 15 FOOT WIDE WATERLINE EASEMENT LYING WITHIN THAT PORTION OF THE CITY OF DES MOINES LOT LINE ADJUSTMENT NUMBER LUA 04-027, AS RECORDED UNDER RECORDING NUMBER 20050223900009, RECORDS OF KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE CITY OF DES MOINES LOT LINE ADJUSTMENT NUMBER LUA 04-027, AS RECORDED UNDER RECORDING NUMBER 20050223900009, RECORDS OF KING COUNTY, WASHINGTON;

THENCE SOUTH 00°13'31" WEST, ALONG THE EAST LINE OF SAID LOT LINE ADJUSTMENT, A DISTANCE OF 21.33 FEET TO THE TRUE POINT OF BEGINNING OF A 15.00 FOOT WIDE WATERLINE EASEMENT, HAVING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE SOUTH 89°51'48" WEST, 244.23;

THENCE NORTH 67°09'11" WEST, 142.92 FEET;

THENCE SOUTH 89°56'08" WEST, 91.22 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";

THENCE CONTINUING SOUTH 89°56'08" WEST, 214.14 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B";

THENCE CONTINUING SOUTH 89°56'08" WEST, 36.65 FEET;

THENCE SOUTH 49°12'49" WEST, 18.79 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "C";

THENCE CONTINUING SOUTH 49°12'49" WEST, 37.55 FEET;

THENCE SOUTH 00°42'06" WEST, 173.47 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "D";

THENCE CONTINUING SOUTH 00°42'06" WEST, 65.58 FEET;

THENCE SOUTH 46°36'57" EAST, 54.70 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT E;

THENCE CONTINUING SOUTH 46°36'57" EAST, 16.74 FEET;

THENCE SOUTH 89°49'37" EAST, 196.10 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "F";

THENCE CONTINUING SOUTH 89°49'37" EAST, 514.44 FEET TO A POINT ON SAID EASTERLY LINE OF CITY OF DES MOINES LOT LINE ADJUSTMENT NUMBER LUA 04-027, AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION.

TOGETHER WITH;

A 15.00 FOOT WIDE WATERLINE EASEMENT, HAVING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT THE HEREINABOVE DESCRIBED POINT "A";

THENCE NORTH 02°26'53" EAST, 27.58 FEET TO THE NORTH LINE OF SAID CITY OF DES MOINES LOT LINE ADJUSTMENT NUMBER LUA 04-027, AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

TOGETHER WITH;

A 15.00 FOOT WIDE WATERLINE EASEMENT, HAVING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT THE HEREINABOVE DESCRIBED POINT "B";
THENCE NORTH 00°15'03" EAST, 27.69 FEET TO THE NORTH LINE OF SAID CITY OF DES MOINES LOT LINE ADJUSTMENT NUMBER LUA 04-027, AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

TOGETHER WITH;

A 15.00 FOOT WIDE WATERLINE EASEMENT, HAVING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT THE HEREINABOVE DESCRIBED POINT "C";
THENCE NORTH 40°38'11" WEST, 22.84 FEET;
THENCE 04°16'03" WEST, 22.71 FEET TO THE NORTH LINE OF SAID CITY OF DES MOINES LOT LINE ADJUSTMENT NUMBER LUA 04-027, AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

TOGETHER WITH;

A 15.00 FOOT WIDE WATERLINE EASEMENT, HAVING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT THE HEREINABOVE DESCRIBED POINT "D";
THENCE NORTH 89°29'37" WEST, 25.76 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

TOGETHER WITH;

A 30.00 FOOT WIDE WATERLINE EASEMENT, HAVING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT THE HEREINABOVE DESCRIBED POINT "E";
THENCE NORTH 43°23'03" EAST, 32.25 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

TOGETHER WITH;

A 15.00 FOOT WIDE WATERLINE EASEMENT, HAVING 7.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

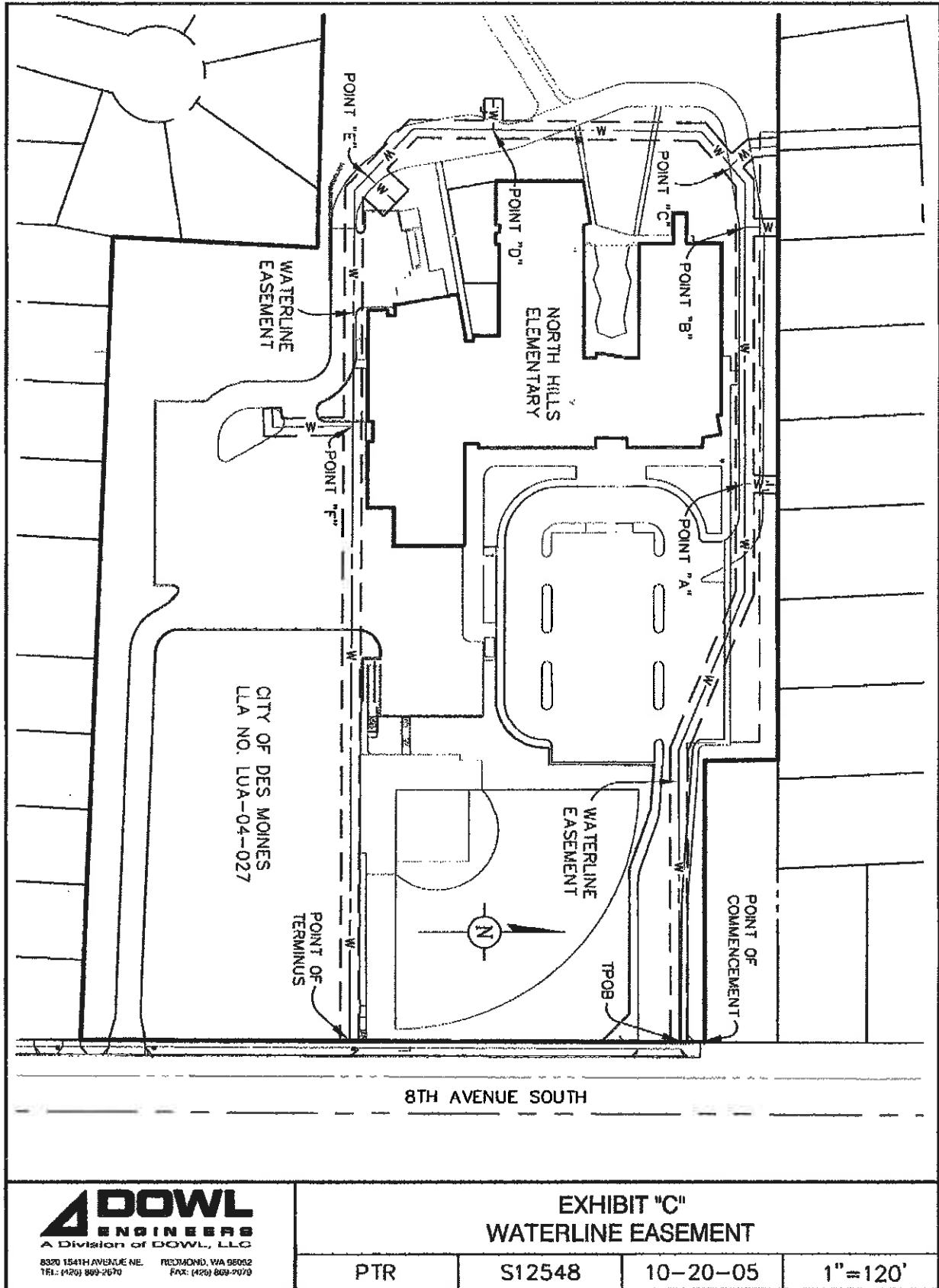
BEGINNING AT THE HEREINABOVE DESCRIBED POINT "F";
THENCE SOUTH 01°02'46" EAST, 66.42 FEET;
THENCE SOUTH 88°04'00" WEST, 16.14 FEET TO THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

SAID EASEMENT CONTAINS 30,414 SQUARE FEET, MORE OR LESS.

THE SIDE LINES OF SAID EASEMENTS SHALL EXTEND TO OR TERMINATE AT SAID NORTH LINE AND SAID EAST LINE OF SAID CITY OF DES MOINES LOT LINE ADJUSTMENT NUMBER LUA 04-027

11-02-05





DOWL
ENGINEERS
A Division of DOWL, LLC

8320 15411 AVENUE NE REDMOND, WA 98052
TEL: (425) 869-2670 FAX: (425) 869-2070

EXHIBIT "C"
WATERLINE EASEMENT

PTR	S12548	10-20-05	1" = 120'
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Agenda Item No.: 5.2
Agenda Date: 11/06/19
Reviewed By: JSD

Subject: Release of Easement - King County Recording #20060925000812
Highline School District No. 401 (North Hill Elementary)

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 19-11-6B w/Attachment 1

COMMENTS:

The property for easement #20060925000812, has been redeveloped thus the easement is no longer required as a new easement has been granted and recorded under recording number 20190821000421.

The District desires to relinquish said easement for water pipeline.

Staff recommends approval of this resolution.