HIGHLINE WATER DISTRICT
KING COUNTY, WASHINGTON

RESOLUTION 19-10-16C

RESOLUTION AUTHORIZING THE DISTRICT TO GRANT A TEMPORARY CONSTRUCTION EASEMENT (SHORT TERM GENERAL CONSTRUCTION) TO CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY ("GRANTEE") RELATING TO A PORTION OF THE FEDERAL WAY LINK EXTENSION

WHEREAS, Highline Water District, a Municipal corporation, successor in interest to King County Water District No. 75, ("Grantor"), is the owner of real property located in the City of SeaTac commonly known as 21420 31st Ave S, SeaTac, WA 98198, and more particularly described in the legal description attached as Exhibit "A" Grantor's Entire Parcel ("Property"); and

WHEREAS, Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington ("Grantee"), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. The Grantee is constructing a portion of the Link light rail system called the Federal Way Link Extension ("Project"); and

WHEREAS, Central Puget Sound Regional Transit Authority ("Grantee") desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

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

1. The Board of Commissioners authorizes the General Manager or designee to grant and execute a Non-Exclusive Temporary Construction Easement (Short Term General Construction), Attachment-1 incorporated herein by this reference, to Central Puget Sound Regional Transit Authority for construction of a portion of the Federal Way Link Extension Project as referenced herein.

2. The Board of Commissioners accepts Central Puget Sound Regional Transit Authority’s offer for just compensation for $7,560.00 for the Temporary Construction Easement.

3. The General Manager and/or the District’s Legal Counsel are authorized to make minor changes to the Temporary Construction Easement if required.

ADOPTED BY THE BOARD OF COMMISSIONERS of Highline Water District, King County, Washington, at an open public meeting held the 16th day of October 2019.

BOARD OF COMMISSIONERS

Kathleen Quong-Vermeire, President

Vince Koester, Secretary

Todd Fultz, Commissioner

Daniel Johnson, Commissioner

George Landon, Commissioner

19-10-16C_AuthTempConstEsmt-CPSRTA-PWLink.docx
TEMPORARY CONSTRUCTION EASEMENT (SHORT TERM GENERAL CONSTRUCTION)

Grantor(s): Highline Water District
Grantee: Central Puget Sound Regional Transit Authority
Abbreviated Legal Description: Ptn seq neq sn 09-22-04
Assessor’s Tax Parcel No(s): 092204-9235
ROW No(s): FL145

Highline Water District, a Municipal corporation, successor in interest to King County Water District No. 75, ("Grantor"), is the owner of real property located in the City of SeaTac commonly known as 21420 31st Ave. S., SeaTac, WA 98198, and more particularly described in the legal description attached as Exhibit “A” Grantor’s Entire Parcel (“Property”).

CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, a regional transit authority of the State of Washington (“Grantee”), is developing high capacity transit service in the central Puget Sound region, including the Link light rail system. Grantee is constructing a portion of the Link light rail system called the Federal Way Link Extension (“Project”).

Grantee desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

AGREEMENT

1. Grant of Easement. Grantor, for and in consideration of the public good and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged by Grantor, hereby conveys to Grantee, its successors and assigns, a temporary construction easement (“Easement”) within, over, across, through, under, and upon the portion of the Property, more particularly described in the attached Exhibit “B”, and depicted in Exhibit “C” (“Easement Area”).

2. Purpose of Easement. Grantee, its agents, contractors and permittees may use the Easement Area, including entry into private improvements located in the Easement Area, for the purpose of construction (which may include, but not be limited to: parking lot reconstruction, drainage, retaining walls, street connections, and to temporarily and permanently re-grade slopes and make cuts and fills to match new driveways, parking lot areas, street grade, sidewalks and retaining walls). When deemed necessary by Grantee, Grantee may fence all or a portion of the Easement Area from time to time during the performance of the work described herein (“Grantee’s Work”). Grantee shall at all times ensure that the Easement does not unreasonably interfere with Grantor’s access to the Property from the adjacent public right-of-way.

In the event Grantee’s utility connection work requires access to portions of the Property in addition to that depicted in Exhibit “C”, Grantee may enter into such additional property for the purpose of reconnecting utilities that serve the Property and such entry will be governed by the terms of the Easement.

Grantee shall be entitled to apply to public authorities having jurisdiction for any and all permits necessary for the purposes described herein. Grantee shall be responsible for all
work performed under such permit(s), along with any and all fees which may accrue during review of Grantee’s permit application and after issuance of such permit(s).

3. **Restoration.** Subject to Paragraph 4, below, in the event private improvements in the Easement Area are disturbed or damaged by any of Grantor’s Work, upon completion of such Work, Grantee shall, at Grantee’s discretion, replace them with hardscape, gravel, or hydroseed, or restore them to a condition that is as good as or better than that which existed prior to the use, or as negotiated separately; provided, however, that such restoration shall be consistent with Grantee’s project improvements and the purposes described in Paragraph 2.

During the Term, Grantee may, on an interim basis, restore the Easement Area to a reasonably safe and convenient condition.

4. **Term of Easement.** The term of the Easement (the “Term”) shall commence upon mutual execution of this agreement. Following commencement of the Term, Grantor shall not make any material modifications or improvements to the physical condition of the Easement Area that would interfere with Grantee’s use of the Easement for the purposes described in Paragraph 2. Grantor will provide fourteen (14) days written notice to Grantee before commencing Grantor’s Work within the Easement Area. Grantee shall be entitled to use the Easement Area for the performance of Grantor’s Work for a period of Twenty-Four (24) consecutive months (the “Construction Period”). During the Construction Period, Grantee’s use of the Easement Area shall be exclusive. The Easement will remain in effect until December 31, 2024 or until completion of restoration of the Easement Area, if any, as provided for in Section 3 of this Easement, whichever occurs first. Grantee may, at its option, extend the Term, including the exclusive Construction Period, for up to an additional Twelve (12) months.

5. **Payment for Easement.** Grantee will pay Grantor Seven Thousand Five Hundred Sixty and 00/100ths Dollars ($7,560.00) upon recording of this Easement. If Grantee requires additional exclusive use past the Construction Period, as provided for in Section 4, Grantee will pay Three Hundred Seventy-Five and 00/100ths Dollars ($375.00) per month for each month or portion of a month, that Grantee uses the Easement Area for the purpose described in Paragraph 2.

6. **Representations and Indemnifications.** Grantee will exercise its rights under this Easement in accordance with the requirements of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction. Grantee will indemnify Grantor from and against any and all claims, costs, liabilities, and damages that arise from the exercise of the rights granted in this Easement by Grantee, its agents, contractors and permittees to the extent such claims, costs, liabilities and damages are caused by an act or omission of Grantee, its agents, contractors and permittees. To the extent permitted by RCW 4.24.115 Grantee’s obligations under this indemnity shall not apply to the extent that any such claims, costs, liabilities and damages arise from the negligence of Grantor, or Grantor’s employees, agents and contractors.

7. **Binding Effect.** This Easement is solely for the benefit of Grantee, and is personal to Grantee, its successors in interest and assigns. Grantee may permit third parties to enter the Easement Area to accomplish the purposes described herein, provided that all such parties abide by the terms of this Easement. This Easement, and the duties, restrictions, limitations and obligations herein created, run with the land, burden the Property and are binding upon Grantor and its successors, assigns, mortgagees and sublessees and each and every person who, at any time, has a lease, leasehold, mortgage or other interest in any part of the Easement Area.

8. **Insurance.** During the Term, Grantee must maintain commercial general liability insurance with reasonable limits of liability covering Grantee, its agents, contractors and permittees as to the exercise of Grantee’s rights under this Easement within the Easement Area. Grantee must provide Grantor, on request, certificates of insurance evidencing such coverage. Grantee may provide the coverage required herein under blanket policies provided that the coverage is not diminished as a result.

9. **Legal Proceedings.** Grantor and Grantee agree that in the event it becomes necessary for either of them to defend or institute legal proceedings as a result of the failure of the other to comply with this Easement, the prevailing party in such litigation will be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorney’s fees (including paralegal fees and fees for any appeals) and court costs.
10. Condemnation. This Easement is granted under the threat of condemnation.

11. Recording. Grantee will record this Easement in the real property records of King County, Washington.

Dated and signed this __________ day of ______________________, 201_.

Grantor: Highline Water District, a Municipal corporation, successor in interest to King County Water District No. 75

By: ________________________________

Its: ________________________________

STATE OF WASHINGTON { } SS.

COUNTY OF KING { } SS.

I certify that I know or have satisfactory evidence that ______________________ and ______________________ (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he is/she is /they are) authorized to execute the instrument and acknowledged it as the ______________________ and ______________________ of ______________________ to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: ________________________________

Signature: ________________________________

Notary Public in and for the State of Washington

Notary (print name): ________________________________

Residing at: ________________________________

My appointment expires: ________________________________
Dated and signed on this ______ day of ___________ , 201__

Grantee: Central Puget Sound Regional Transit Authority

By: ____________________________________________

Its: ___________________________________________

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, on oath stated that (he is/she is) authorized
to execute the instrument and acknowledged it as the

of CENTRAL PUGET
SOUND REGIONAL TRANSIT AUTHORITY to be the free and voluntary act of such party for the
uses and purposes mentioned in this instrument.

Dated: ____________________________

Signature: ____________________________

Notary Public in and for the State of Washington

Notary (print name): ____________________________

Residing at: ____________________________

My appointment expires: ____________________________
EXHIBIT "A"

R/W No. FL145
PIN 09220409235
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING COUNTY WATER DISTRICT NO. 75

Grantor's Parcel:


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 WISTERLY OF PRIMARY STATE HIGHWAY NO. 1, AS CONVEYED TO THE STATE OF WASHINGTON UNDER RECORDING NUMBER 1368599;

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. 28070104000117.

Earl J. Bone 9/26/19
EXHIBIT "B"

R/W No. FL145
PIN 0922049235
HIGHLINE WATER DISTRICT, A MUNICIPAL CORPORATION, SUCCESSOR IN INTEREST TO KING COUNTY WATER DISTRICT NO. 75

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Subject: Resolution authorizing the District to grant a Temporary Construction Easement (Short Term General Construction) to Central Puget Sound Regional Transit Authority ("Grantee") relating to a portion of the Federal Way Link Extension

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Excludes sales tax

ATTACHMENTS:
1. Resolution 19-10-16C
2. Attachment-1 with Exhibits A, B and C

COMMENTS:
Highline Water District, a Municipal corporation, successor in interest to King County Water District No. 75, ("Grantor"), is the owner of real property located in the City of SeaTac commonly known as 21420 31st Ave S, SeaTac, WA 98198, and more particularly described in the legal description attached as Exhibit “A” Grantor’s Entire Parcel (“Property”).

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Central Puget Sound Regional Transit Authority ("Grantee") desires to use a certain portion of the Property in connection with the construction, operation and maintenance of the Link light rail system.

Staff recommends approval of this resolution.